1890-006 Chancery Causes: Rebecca Orr vs. Admr. of R. S. Orr &
Lee Co.

Pennington, Winn, Wynn, Young, Scott, Yearg, Wells, Hobbs, Jessee, Litton, Barron

1 Plat

-Deed

CA - Estate Dispute
T - Property
Women

To the Hon. H. S. K. Morrison, Judge of the circuit court of Lee County, Virginia:—

Your Oratrix, Rebecca Orr, a citizen of said county, humbly complaining would respectfully represent and show unto your Honor that on the 2nd day of July 1866, the late R. W. Wynn, and Mary Wynn, his wife, father and Mother of your Oratrix, conveyed by deed to your Oratrix and her husband, the late David M. Orr, deceased, a certain tract or parcel of land lying and being in Yokum Station in said county, containing 218 acres, and of the fair cash value of Eight thousand dollars. This was a joint conveyance to your oratrix and her said husband, and vested in each a Moiety of said tract of land. A copy of said deed is herewith filed marked "A", as part hereof; that on the 7th day of May, 1883, her said husband departed this life, and being seized and possessed of one moiety of said farm in his life time, by reason thereof, your oratrix became entitled to dower in her said husband's one half of said land; that on the 7th day of April, 1882, and for some time prior to that date, her said husband was thought by his friends to be in the last stage of Consumption, which opinion turned out

~~found~~ ~~out~~ to be correct, and being so sorely afflicted, lost much of his once manly and amiable disposition, and became childish, irritable and unreasonable. When in good or ordinary health he was a man of firmness, ~~but~~ ~~in~~ his last illness he was easily persuaded when found in a proper mood, and while in this bad state of mind and health, R. S. Orr, a son of your oratrix and the said David M. Orr, asked your oratrix to aid him to induce the said David M. Orr to deed to him the farm herein described, and asked your oratrix to join in said deed. All of which your oratrix then refused to do. But the said R. S. Orr, by undue influence on the mind of his said father, got him to agree to deed to him the said land for a consideration, in said deed expressed, grossly inadequate, and your oratrix was induced to sign said deed, though against her will — she only doing so to please her husband in his extreme condition of ill health. Your oratrix here alleges that her said act was unwillingly done, and was caused by undue influence of her said son and ~~and~~ husband, and would not h

been done but for the fact that it was manifest that her said husband could not live but a short time, and she actually feared that if she displeased him in the matter that she would so doing shorten his few days.

Your orator now did acknowledge said deed as our Statute then required in the case of a married woman. The certificate of the Justices of the Peace, very properly fails to show that your orator acknowledged said deed before them on the day and date of their said certificate, as will be seen by an inspection thereof. Your Orator now declared before said Justices of the Peace that she had willingly executed said deed, and that she wished not to retract it. To the questions of said Officers she said nothing and they did not certify, nor could they truthfully certify that your orator acknowledged said deed before them on the day and date of their said certificate. A copy of said deed and certificate is herewith filed as part hereof marked "B."

Your orator will now further show unto your Honor that the said R. S. Orr departed this life on the

on the day of 1888, intestate; that E. W. Pennington was appointed administrator of the estate of said decedent; that he left a widow, named Lizzie Orr, and one Child, an infant, named Perda Orr.

The premises considered, and your oratrix being without remedy at Law, her prayer is, that E. W. Pennington, administrator of the Estate of R. S. Orr, deceased, Lizzie Orr, and Perda Orr, be made the parties defendants to this bill, and that the adult defendants be required to answer this bill fully upon oath; that a guardian ad litem be appointed to answer for the infant defendant, Perda Orr; that on a hearing your Honor, setaside, cancel, and declare null and void the said deed of D. M. Orr and your oratrix to the said R. S. Orr in so far as it in any way effects the rights and interests of your oratrix; that the Estate of the said R. S. Orr be decreed to account to your oratrix for rents and profits for said lands from the time that R. S. Orr took possession of the same;

that the said land be partitioned among those entitled thereto; that a moiety thereof be laid off and assigned to your oratrix, and that Dower be assigned her in the other moiety of said lands.

But should your oratrix not be entitled to have said deed cancelled, and declared null and void so far as she is concerned, and is in that particular mistaken as to her relief, she alleges that she is entitled to a decent and comfortable support according to her age, now near 60 years, and her station in life, as is provided for in said deed; that she never was comfortably supported by the said R. S. Orr or any one for him and especialy has this been the case since his death, the widow of the said R. S. Orr having broken up housekeeping and left the premises the day after his death and has not since returned, leaving your oratrix to seek shelter with those upon whom she has no financial claim, and since such time, including this date, she has undergone and is now undergoing a severe spell of sickness not being

able to wait upon herself, and has incurred considerable expense, such as medical bills, nursing &c.

Your orator therefore prays that in this view of her case — in no wise abandoning the first relief sought — your Honor will fix by decree what sum she is entitled to annually for her said support and maintainance, and that the same be made a charge upon said farm, and collected in such manner as your Honor may deem proper, and paid to your orator; that your Honor may grant such further and general relief as may seem just.

May process issue directed &c, and your orator will ever pray.

Richmond Va Oct
for Plff.

Rebecca Orr
vs
Bill in Chy
E. W. Pennington Adm. et als.
Exhibits "A" & "B" filed.

1888 1st Nov Rules
Bill filed Sum
Ext. & Demurrer
" 2nd Nov Rules D. S.
Confd. & Cause Continued

(4) Rebecca Ann

vs } Petition for Dower

E. W. Pennington clerk &c

Plaintiff's costs

Clerk Hyatt	$6.15
Tax	1.00
Sheriff	1.00
Atty.	15.00
Filing clerk	1.75
Comm. for partition	22.00
Comm. Hyatt	40.00
Mileage before Hyatt Comm.	5.30
Tem. deposition	.50
	$95.20
Clerk for recording report of partition &c	3.00
	$98.20

Defendant's costs & plts. should pay

Clerk Hyatt	$9.65
Hyatt Comm.	16.00
Sheriff	1.00
Atty	15.00
Filing	2.75
Comm. for partition	9.16
50 ct. abiz costs	.64
Mileage before Hyatt	2.12
Tem. deposition	.20
	$56.72

Plaintiff should pay

Comm. for partition	12.84
Hyatt Comm.	24.00
Mileage before Hyatt	3.18
Tem. deposition	.30
Comm. for recording	1.80
Comm. for plat &c	
	$42.12
Commissions	.16

Virginia,

Lee Circuit Court,

Hon. H. M. Morison Judge of the said court in chancery,

The supplemental bill of your oratrix Rebecca Orr respectfully sheweth unto the Court, that heretofore to-wit — at rules holden in Novr 1888, she exhibited in this court her original bill of complaint vs - E. W. Pennington adm^r of N. S. Orr dec'd, Lizzie Orr, and Perda Orr, which said original bill charged that on the 2nd day of July 1866 the late N. W. Winn and Mary Winn his wife, the father and mother of your oratrix, conveyed by deed to your oratrix and her husband the late David M. Orr, deceased, a certain tract or parcel of land lying and being in Yellum Station in said county, containing 218 acres, and of the fair cash value of Eight thousand dollars. This was a joint conveyance to your oratrix and her said husband and vested in each a moiety of said tract of land. A copy of said deed is herewith filed marked "A" as part hereof: that on the 7th day of May 1883, her said husband departed this life, and being seized and possessed of one moiety of said farm in his life time, by reason thereof your oratrix became entitled to Dower in her said

husband's one half of said land, that on the 7th day of April 1883, and for some time prior to that date, her said husband was thought by his friends to be in the last stage of consumption which opinion turned out to be correct, and being so severely afflicted, lost much of his once manly and amiable disposition, and became childish, irritable and unreasonable. When in good or ordinary health he was a man of firmness, but in his last illness he was easily persuaded when found in a proper mood, and while in this bad state of mind and health, R. S. Orr, a son of your oratrix and the said David M. Orr, asked your oratrix to aid him to induce the said David M. Orr to deed to him the farm herein described and asked your oratrix to join in said deed. All of which your oratrix then refused to do, but the said R. S. Orr, by undue influence on the mind of his said father got him to agree to deed him the said land for a consideration, in said deed expressed, grossly inadequate, and your oratrix was induced to sign said deed, though against her will — she only doing so to please her husband in his extreme condition of ill health. Your oratrix here alleges that her said act was unwillingly done and was caused by the undue influence of her said son and husband, and would not have been done but for the fact that it was

manifest that her said husband could not live but a short time, and she actually ~~believed~~ feared that if she displeased him in the matter that she would by so doing shorten his few days.
Your orator never did acknowledge said deed as our Statute then required in the case of a married woman. The certificate of the "Justice of the Peace" very properly fails to show that your orator acknowledged said deed before them on the day and date of their said certificate as will be seen by an inspection thereof — Your orator never declared before said Justices of the Peace that she had willingly executed said deed and that she wished not to retract it. To the question of said officers she said nothing and they did not certify nor could they truthfully certify that your orator acknowledged said deed before them on the day and date of their said certificate. A copy of said deed and certificate is herewith filed as part hereof — marked "B".
Your orator will now further shew unto your honor, that the said R. S. Orr departed this life on the day of 1888 intestate, that E. H. Pennington was appointed administrator of the estate of the said decedent, that he left a widow named Lizzie Orr, and one child an infant named Perda Orr.

that in the said original bill, E. W. Pennington admr of R.S. Orr, decsd, Lizzie Orr and Persia Orr were made parties defendant and the said E.W. Pennington and Lizzie Orr the adult defendants answered the bill and E.W. Pennington as guardian ad litem answered for the infant defendant Persia Orr, the object of which said ~~suit~~ bill was to set aside, cancel and declare null and void the said deed of D.M. Orr and your oratrix to the said R.S. Orr, in so far as it in any way effected the right and interest of your oratrix. that the estate of the said R.S. Orr, be decreed to account to your oratrix for the rents and profits of said land from the time that R.S. Orr took possession of the same. that the said land be partitioned amongst those entitled thereto, that a moiety thereof be laid off and assigned your oratrix, and that dower be assigned her in the other moiety thereof, and also for support and maintainance. This cause came on to be heard on the bill, the answers, exhibits, depositions of witnesses and argument of counsel, and a decree was entered therein April 3rd 1889, and the cause was submitted to the court in vacation, whereupon the court in vacation Sept 12th 1889, entered a decree therein which said decree is herewith

filed as part hereof and is prayed to be considerd herewith — Your orator will further represent to your honor that since the last decree there has been born to R.S. Orr decd, ~~an infant~~ child named R.S. Orr, to the end therefore that the said E.W. Pennington admr of the estate of the said R.S. Orr decd, Lizzie Orr, Perda Orr and R.S. Orr the last two of whom are still infants, may severally answer all and every the matters and things charged by way of supplement they are hereby made parties hereto and a guardian ad litem be appointed to answer for the infants herein named. May Spa issue directed, etc, and that your orator may have general relief in the premises as the nature of her case so justly merits, and as in duty bound your orator will ever pray.

Richmond & Orr.
P. Q.

8 15 (18)

Rebecca Orr.—
vs — Supplemental Bill —
E. W. Pennington, adm.

Filed April 2d 1840.
J. C. G. Hyatt C.

To the Honorable H.S.K. Morison Judge of the Circuit Court of Lee County Va

The answer of R.S. Orr Pleadin Orr an infant by E.W. Pennington his guardian ad litem to a bill and supplemental bill exhibited against him and others in this honorable Court by Rebecca Orr Respondent by his guardian ad litem answering says he is an infant of very tender years and by reason of his infancy is incapable of understanding or taking care of his rights and interests as therefore by his guardian commends himself and his rights to the protection of your Honors Court of Chancery which he is advised is the peculiar guardian of the rights of infants. He further denies the charges as slanderously made in the bill and requires strict proof of each and every one thereof. He here adopts if necessary the several answers filed by his codefendants and prays that they may be treated so far as applicable as a part of this his answer And now having answered as fully as he is advised it is material for him to answer prays to be hence dismissed with his costs.

E.W. Pennington Guardian
ad litem for R.S. Orr an infant.

R. S. Orr. Ay 15 (19)

E. W. Pennington Guardian

and Intervenor

~~Defs.~~ Answer

Rebecca Orr

Filed in open court by leave thereof April 2nd 1890. J. A. Hyatt C.

(5) (2)

To The Honorable A.S.K Morison Judge of
The Circuit Court of Lee County Va

The joint answer of E. W. Pennington & Lizzie P Orr to
an amended or supplemental bill exhibited
against them & others in This Honorable Court by Rebecca
Orr.

These respondents say That complainants bill
is not sufficient in law to call upon them to
answer in This honorable Court but that there
is good cause of demurrer thereto and they
demur accordingly. and not waiving
said demurrer, but relying and insist-
ing thereon should other and further answer
be required answering say, That they adopt
their answer, to said original bill as and
for their answer, to said amended and
supplemental bill, And in addition thereto
they say, That they are advised That ~~although~~ if
said deed of D. M. Orr. and Rebecca his wife
to R. S. Orr. ~~may~~ is not be held to be the deed of the
said Rebecca, yet that it is a contract in writ-
ing made by her in which her husband joined
with her made with respect to her own property
and separate estate about which she had
the right to contract, and That the Court ~~are~~
as they are advised will specifically ~~execute~~
it, and should this be impracticable then
they are advised That, they are entitled to
damages for the failure on her part to execute
it. and they have ever That the said R. S. Orr
now deceased, paid her for said land a valua-
ble consideration for her moiety ~~of said land~~

and That by reason of her failure to execute
of R. S. Orr
said deed They and the estate have sustained
damages to the extent of $3000. which sum They
here ask. The leave to draw to Them. And now
having answered said Amended and supplemen
tal bill as fully as They are advised it is ma
terial for Them to answer the same They pray
to be hence dismissed with their costs.

B. H. Sewell & C. T. Dunsan
Attys for The defts.

C. M. Pennington & Co
and Wm. Arnow
Pltffs
vs
Robt. Orr
Defdt

Filed in open Court
this 15th day of
April 1890
W. A. Hyatt C

This answer is excepted to because the case has been decided on the merits and the bar
certain new matter
having been introduced
which cannot be
such cannot be
considered as the supple
mental bill only
the infant defts in hands
Rettmann & Orr
for Complt

To the Honorable H. S. K. Morison Judge of the Circuit Court of Lee County, Virginia,

The Separate answer of Purdy Orr an infant under the age of 21 years by E. H. Pennington her guardian ad litem assigned to defend her in this suit, to a bill of complaint exhibited against her and others in the Circuit Court for Lee County by Rebecca Orr, Respondent reserving the benefit of all just exceptions to said bill for answer thereto, or to so much thereof as she is advised it is material she should answer by her said guardian ad litem, answers and says.

That she is an infant of tender years and by reason of her infancy is incapable of understanding or taking care of her rights and interests. She therefore by her said guardian commends herself and her rights and interests to the protection of the Court and prays that no decree may be pronounced which will tend to prejudice her rights. - She prays that charges so lavishly heaped upon her deceased father derogatory to his good name, which were never made by against him in his lifetime, will not be believed until strictly proved. She prays that said deed to her father from David M. Orr and wife bearing date on the 7th day of April 1883 be maintained and upheld. and to this end she denies the undue influence charged in said bill. She denies the insufficiency of said Certificate, and maintains that said deed was freely and voluntarily made executed and delivered by the said David M & Rebecca Orr, and she further maintains and asserts that the Certificate of the acknowledgement of the said Rebecca is ample and sufficient to pass and that said deed and ac-

knowledgement does pass all the right title and interest of the said Rebecca Orr in said tract of land and she is advised that the same is vested now in her as the child and heir at law of her father the said R. S. Orr to whom said land was conveyed by the said David M. & Rebecca Orr. subject however to the dower of her mother Lizzie Orr and the support and maintenance of her grandmother the said Rebecca Orr. And she further prays that the answer of her codefendant Lizzie Orr may if necessary be treated as a part of her answer.

And now having answered as fully as she is advised it is material for her to answer she prays to be hence dismissed with her costs.

E. H. Pennington Guardian
ad litem for Purdy Orr.

Sworn to before me Decr. 5th 1888
J. A. G. Hyatt C.C.

Rebecca Orr
(4) (2) 3 Chas S. & R
vs
Lizzie Orr
8.3.20
Filed Decr. 5th 1888.
J. A. G. Hyatt C.C.

Replied to Generally
Decr. 5th 1888
J. A. G. Hyatt C.C.

(17)

To the Hon. H.S.K. Morrison, Judge of the Circuit Court for Lee County Virginia.

The separate Demurrer and Answer of E.W. Pennington, Administrator of R.S. Orr deceased, to a bill of complaint exhibited against him and others, in the Circuit Court for Lee County, by Rebecca Orr.

This respondent is advised that said bill of complaint is not sufficient in law, and he demurs thereto, and prays judgment etc.

But not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That it is true that the said R.S. Orr departed this life on the day of August 1888, intestate and that your respondent was appointed by and qualified in the County Court of said County as the administrator of said decedent's estate, and in accordance therewith took charge of said estate.

Your respondent has read the answer of his co-defendant, Lizzie Orr, and believes the allegations therein to be true, and hereby adopts the same for his answer.

Your respondent denies that no provisions has been made for the the said Rebecca Orr, in pursuance of the stipula

tions of the deed from said Complainant and D.M. Orr to the said R.S. Orr, since the death of the latter. But on the contrary alleges, that he himself as admr. of said decedent, has made provisions for her to procure necessary articles of merchandise at the Stores, for her to procure medical attention during her late illness, and told her ~~and~~ her friends that he would pay the expenses incurred by her, until some permanent place was provided for her to live.

And now having fully answered &c Your said respondent prays to be hence dismissed with his reasonable costs in this cause expended. and he will ever pray &c.

E. W. Pennington
~~Guardian~~ Admr &c

By
Pridmore, Duncan & Lovell. by Counsel

Sworn to before me in due form by E.W. Pennington Decr. 7th 1888
J. A. L. Hyatt C.C.

E. W. Pennington Admr
ads } Answer
Rebecca Orr.

Filed in open
court by leave
+ Replied to January
thereof, Decr. 7th 1888.
J. A. S. Hyatt C.

(5) (1)

To the Honorable A. S. R. Morison, Judge of the Circuit Court of Lee County Va

The separate Demurrer and Answer of Lizzie P. Orr widow of R. S. Orr deceased to a bill exhibited against her and others in this Honorable Court by Rebecca Orr.

This respondent is advised that the bill of said complainant is not sufficient to call upon her to answer in this Honorable Court and accordingly she demurs to said bill and prays Judgement of said Demurrer.

And not waiving said demurrer but relying and insisting thereon, should other and further answer be required of her, answering she says, that she is informed and she supposes that it is true, that the said R. W. Wynn and Mary his wife did at the time stated in the bill convey by deed the tract of land mentioned in said bill, to the Complainant and David M. Orr her husband, but as to the number of acres in said tract she is not advised, nor does she know the value of said land at the date of said conveyance, or at the present time, but she is advised and informed that the value fixed by the complainant in her bill is much in excess of the true or marketable value of said land either at the date of said deed at this date or at any intermediate period between said two dates. And respondent knows no reason for making said exorbitant valuation, unless it is made for the purpose of enforcing

the amount of the sum she desires settled on her for her support and maintenance. Respondent is advised and therefore admits that the effect of said deed was to invest the said David M. Orr and his wife with the joint ownership of said land entitling each to an undivided moiety thereof.

Respondent admits that said David M. Orr is now dead, but the date of his death she does not know, but she supposes the true date is fixed by complainant in her bill. But she denies, that by reason of the seizin of said David M Orr in his lifetime of a moiety of said land that his widow is now entitled to dower, therein. She has parted with her said right.

Respondent has been informed and no doubt truthfully that on the 7th day of April 1883, and for sometime prior thereto, that said David M. Orr. was and had been in a low state of health, being affected with Consumption from which he died at the time above stated. But if from said affliction, he lost much or any of his manly or amiable disposition she has no knowledge of the fact and she denies that such was the case; On the contrary she has been informed, and she believes truly so, that the said David M. Orr retained his amiable and manly disposition and his high sense of honor up to the latest hours of his life. She denies that he became childish irritable and unreasonable. Respondent has been

informed, and she believes truly, that when in ordinary health, the said David M. Orr was a man of firmness, and she denies that he lost any of that firmness, in his last sickness. She denies that in his last illness he was easily persuaded, or that he could have been by persuasion, induced to do a wrong. And she denies that his son R. S. Orr who is now dead, and unable to speak for himself, by undue influence on the mind of his father induced or got his father to make the deed dated the 7th day of April 1883. And she denies that the said R. S. Orr sought or asked the complainant to join with him in an attempt to induce the said David M. to make said deed & convey said land to him. On the contrary she has always been informed, she believes and she here charges that said deed was the free voluntary and deliberate act, of both the said David M. Orr, and Rebecca his wife; That no sort of persuasive or undue influence was used on either, that they each and both acted with full and perfect understanding of what they were doing, and that the said R. S. Orr did not in anyway by any persuasion or influence on his part induce his parents to make said deed. But upon the contrary she has always been informed that the said R. S. Orr only accepted at the request of his father

and mother the duty and obligation of furnishing them with a good home and comfortable support and maintenance so long as they should live. and pay for them such sums as they required to be paid, and that in consideration thereof they made said conveyance to him, And she says if said consideration is grossly inadequate it was made so by the grantors with full knowledge of what they were doing, and not by the grantee. Respondent denies that complainant was induced to sign said deed against her will or that she executed it simply to please her husband in his illness She denies that said act of said complainant to wit, the making and execution of said deed was unwillingly done, or that she was caused to do it by the undue influence of her son and husband.
To respondent, the positions assumed by the complainant are strangely inconsistent with each other. She first charges that her son R. S. Orr applied to her to join him in an attempt to influence, (unduly she supposes) her husband to convey said land to him, then she closes up by charging that she was caused to sign and make said deed by the undue influence of that husband that she had theretofore been sought to, herself, unduly influence. Respondent is informed

believes and has charges, that instead of unduly influencing his father and mother to execute said deed that the said R. S. Orr only accepted the same and bound himself to perform the duties obligations and stipulations imposed by its provisions at the special instance and request of the said complainant and her husband the said David M. Orr. And respondent avers that the said R. S. Orr in his lifetime faithfully kept and performed every stipulation and undertaking required to be done or performed by the stipulations of said deed. He faithfully furnished to his father and mother a good and comfortable support and maintenance during the short time his father lived after the date of said deed as he had been doing for a considerable period before that time. He also after his father's death and with the full knowledge and assent of his mother paid to the heirs of R W Weyan deceased the sum due to them from his father and mother, and the said Rebecca after the death of her husband continued to live with her son the said R. S. Orr upto his death which occurred on the day of August 1888 accepting at his hands her support and maintenance under the stipulations and

obligations of said deed and well knowing that said payments were made and said support and maintenance furnished in compliance with and in discharge of the obligations of said deed. Thus the said Rebecca for five long years accepted the benefits of, and acquiesced in the terms and provisions of said deed, and having thus acquiesced in said deed and accepted its benefits respondent is advised that she is now estopped from disputing or defeating said deed Respondent is advised that it is a well settled rule of Equity that silent acquiescence misleading a party to his disadvantage works an equitable estoppel The said complainant was silent when she ought to have spoken if she intended to have denied or disputed said deed She did not speak when her son was paying money in discharge of his duties under said deed She did not speak when he was supporting her but by her silence by her conduct and by her permission she caused him to rely upon said deed pay out money under it &c. and now it is too late for her to speak or to annul said deed or defeat its operation even if the certificate of her acknowledgement is not sufficient. But your respondent is advised that said certificate is suf.

ficient: that all the law requires is a substantial compliance with its terms, and she is advised if said certificate is not in the exact language of the statute, that the words used are tantamount thereto in meaning and a full and substantial compliance with the statute: The certificate of said Justices shows that the said Rebecca personally appeared before them, was examined privily and apart from her husband, that said deed was read and fully explained to her, that she acknowledged that she had willingly executed the same, and does not wish to retract it. What more is or could be necessary, besides as respondent is informed said complainant was present when said deed was written, that its provisions were fully known to and discussed by her while it was being prepared and that she was as active in dictating its provisions as her husband was.

Respondent admits that said complainant is entitled out of the estate of the said R.S. Ore to a decent and comfortable support and maintenance suited to her age, condition, station in life etc, and that the same is a charge upon said land. Said complainant should have said support, and so far as respondent is concerned or interested she will interpose no objection to her getting said support and maintenance or to its being fully commensurate with her wants and necessities.

But this respondent denies most emphatically the allegations in said bill, "that said Complainant was never comfortably supported by the said R. S. Orr in his life time". On the contrary Respondent says that no mother had a kinder son or one that took more pains to make his mother happy contented and comfortable than did R. S. Orr now silent in death. This charge was never made against him until his lips were sealed in death, and he no longer here to defend his good name. Respondent does not know whether it is true or not, that said Complainant has not received her support and maintenance from said estate since the death of the said R. S. Orr. But she is informed by her Co-defendant E. W. Pennington Admr. of the estate of R. S. Orr that he told the Complainant and her friends that he would pay for whatever was necessary for her support and maintenance, for her to make any arrangements which suited her, to purchase such goods as she needed, and that he would pay for them. and in accordance with said direction she did make purchases and have the same charged to said Admr., and if she did not get what she needed, it was her fault and neglect, said Admr. also as she is informed told the Physician who waited on her that he would pay the bill due him just as soon as any money came into his hands as Admr. It is ~~true~~ that this respondent did break up housekeeping and leave said premises after the death of her husband, but not until after ~~she and~~ the said Complainant had declared that it would be impossible for them to continue housekeeping by themselves. Respondent offered to go in housekeeping at the old homestead and to furnish to her mother and a good and

comfortable support and maintenance suited to her condition in life, and to give her a home with her at said homestead; but the complainant refused to do so saying that it was impossible for them so to live without a man person to run the farm etc. And Respondent denies that said complainant was forced to seek shelter from those upon whom she had no financial claim, but upon the contrary charges that if she did so it was her own voluntary act.

Respondent is informed that said admr. is ready to pay the expenses incurred by said complainant during her sickness since the death of the said R.S. Orr.

Respondent is advised as before stated that said Rebecca is entitled to a good and comfortable maintenance, and she is advised that the same is a charge upon the land conveyed in said deed.

She is also advised that she as the widow of said R.S. Orr, is entitled to dower in said lands, and she prays that your Honor will properly adjust the matter between herself and her infant child so that said charge will fall where it should.

Respondent is advised that it is the duty of the Court to fix the amount which ought to be paid annually to said Rebecca, the time of payment etc, and while she deems the sum to be ample and sufficient, she humbly prays that her own interests and that of her little fatherless child will not be forgotten. And now having answered as fully as she deems material to answer said bill she prays to be hence dismissed

etc.

Pro. Demare Sewell & Duncan
attys. for Deft.

Virginia, Lee County, to wit:

This day personally appeared before me, V. H. Kelly, a Comr. in Chancery of the County Court of said County, and State Lizzie R. Orr whose answer is above written, and made oath that the statements contained in the said answer, so far as made of her own knowledge are true; and so far as knowledge or information derived from others she believes to be true

Given under my hand this the 5th day of Dec., 1888.

V. H. Kelly comr.
in Chancery for
Lee County Court, Va.

Lizzie R. Orr
adr
}
Ruben Orr

Filed in open Court
by clerk & ordered to be recorded
Dec. 2 1888.
J. A. Stewart C.C.

(4) (1) .15

(15)

22.30
31.32 + 33

(Rebecca Orr — Pl'ff
against —
E. W. Pennington Admr. et al Defts } In Chy.

This cause came on again to be further heard upon the papers formerly read in the cause, and the report of partition by L. M. Carnical, J. E. Hollis & E. V. Litton Commissioners, filed November 1890 and was argued by counsel. On consideration whereof, and said report having been filed the time required by law, and being unexcepted to, is confirmed. And it is adjudged, ordered and decreed that the parties each take and hold free from the claim of the others, the land assigned them in said report, by said Commissioners, according to the metes and bounds set forth therein, the lot assigned to the plaintiff as dower to be held by her during her natural life.)

And it is further adjudged, ordered and decreed that ~~E. W. Pennington admr. of the estate of R. S. Orr of the costs of suit~~ Rebecca Orr plaintiff pay ~~the~~ of the costs in this suit — pay ~~three~~ fifths of the costs in taking the account by J. A. & S. Hyall, Comr & Surveyor, ~~three~~ twelfths of the costs of the partition of said land and the recordation of the same in the county court clerks office

Rebecca Orr.
vs. } Decree Final
E. H. Pennington
Admr
— et als.

Recorded in O.B.
3 p. 303-4

Enter this decree

Decr 3rd 1890.

and the Clerk of this Court will transmit to the Clerk of the County Court of this County the decree for the said partition, the report of said Commissioners and this decree for recordation in said ~~Clerk's office~~ Clerk's office

and that the Depty C. W. Pennington admr of the estate of R. A. Orr dec'd pay the residue of the costs in this suit, and as the land is nothing further to be done in the cause the same is ordered to be stricken from the docket

2

1

Rebecca Orr — Pltff

against

E. W. Pennington Admr &c et als. Defts } In Chy

This cause came on this day, by consent of parties by their attorneys, to be heard upon the original bill & exhibits therewith the answers of the defendants to said original bill and general replications thereto, the supplemental bill and answers + exceptions to the answer of E W Pennington admr &c + Eli B Orr widow of R S Orr deceased + the court overruling said exceptions thereto and general replications to said answers, the depositions of witnesses, the report of Commissioner Hyatt and Statements therewith, the exceptions to said report & Statements, the agreed State of facts filed with said report and the former decrees entered in the cause and was argued by Counsel. And the Court being of opinion, that the plaintiff, Rebecca Orr, can not claim support under the deed made to R. S. Orr by herself & husband, and at the same time claim rents for the land thereby conveyed and the land itself, and also of opinion that there was no contract, or implied contract, with R. S. Orr for pay for her services as housekeeper, under the circumstances of this case. And the Court being further of the opinion

that the improvements made by R. S. Orr are not of that kind which are properly classed as permanent improvements; and that the plaintiff is entitled to have her moiety ~~of~~ said land, and dower in the other moiety, assigned her by proper metes and bounds, and that she is entitled to the rents of one moiety and one third of the rents of the other moiety of said land from the time of the institution of this suit, and that Commissioner Wyatt has correctly ascertained the value of the said rents. It is therefore adjudged ordered and decreed that L. M. Carnick J. E. Hobbs, E. V. Litton be and are hereby appointed Commissioners, who, after being duly sworn for the purpose will go upon the land in controversy and partition the same between the plaintiff and the heirs of R. S. Orr deceased, assigning to the said Rebecca Orr one half of said land and to Perda Orr & R. S. Orr, heirs of R. S. Orr, deceased the other half of said land, quantity, quality & value being considered by them in said partition, and the Commissioners in making said partition will assign the one half of said land to the heirs of R. S. Orr deceased adjoin

ing their other lands if the same can be done without material injury to the interests of the said Rebecca Orr.
Said Commissioners will then lay off and assign to Rebecca Orr one third, in rental value, of the moiety of said land assigned by them in their said partition to the heirs of R. S. Orr deceased, as and for her dower interest, as widow of D. M. Orr deceased, in said land, and will report their action to the next term of this Court.) It is further adjudged, ordered and decreed that the said Rebecca Orr recover of E. W. Pennington, administrator of the estate of R. S. Orr deceased, out of the estate of said deceased in the hands of said Administrator, the sum of $233.33⅓, the amount of the rents of one moiety and one third of the rents of the other moiety of said land, that have accrued since the institution of this suit and up to January 1st 1890, with interest thereon from the said 1st day of January 1890 until paid. Subject to a credit of $50.00, paid by said R. S. Orr April 7th 1883, and $10.01 one half the taxes on said land for the year 1889, paid Jan 1st 1890.
And it is further adjudged, ordered and decreed that the exceptions filed to Comr. Hyatt's report and Statements therewith, by plaintiff and defendants are overruled, so far as the said report and statements are not

conflict with this decree, and in so far as the said report and statements are in conflict with this decree the said exceptions thereto are sustained & this cause is continued.

Memorandum. The defendants suggesting that they feel agrieved by this decree and desire to appeal therefrom, it is ordered that execution be stayed for 90 days, upon the defendants, or either of them, or some one for them, executing bond in the penalty of $200.00, with good security, before the Clerk of this Court, conditioned according to law.

Rebecca Orr. 36 (2.5)
vs Decree (10)
E. M. Pennington & ors & ors
Centre & Clay
Q. B. Page 368
Appeal C

Recorded Decree Book 26 Page 212.
Entered
K. S. Kerr
April 23 1870

$156.92 June 90
P. Crosby

C. C. 3.00
1.25
Ag. C. W. B. 1.45

Virginia

Circuit Court of Lee County

in vacation September 12th 1889.

Rebecca Orr

vs

E. W. Pennington admr &c et als

In Chy.

This cause came on this day to be heard in vacation pursuant to a consent decree entered herein upon the bill answers & exhibits & decree entered & was argued by counsel And the court being of opinion that under the decisions of the supreme court of this state that the acknowledgment of said Rebecca Orr of the deed of conveyance to R. S. Orr is defective as to said Rebecca Orr & not in accordance with the statute & that no subsequent ratification thereof by said Rebecca Orr can be shown by parole; & the court being further of opinion that the said R. S. Orr if alive would be entitled to elect under the circumstances of this case or as said R. S. Orr is dead & has left minor heirs it is therefore adjudged ordered & decreed that J. A. G. Hyatt, report to this court the cash value of the land conveyed to R. S. Orr & the cash value of one half of John's portion thereof, the rental value as found by the arbitrators of said land of 1/2 thereof, the annual value of the support

of David M. Orr & Rebecca Orr & the
~~other~~ they & each of them were
~~and~~ supported by said R. S. Orr
& those claiming under him, the
amount & date of any money or other thing
paid, expended or incurred under the
which R. S. Orr held the land in
controversy the time & value of the
of purchase R. S. Orr was at in carrying
out said contract for said land &
date from which interest should
run on each item, the date of the
death of David M. Orr & R. S. Orr
the permanent improvements put
on said land & value thereof
& time when put there He will
show whether it is to the interest
of said heirs of R S Orr to accept
½ of the estate under said
contract or rescind the same in toto
and also
the amount chargeable upon the moiety
of Rebecca Orr by virtue of said contract
he will report any other matter
deemed pertinent or which he may
be by the parties specially requested
to report he will file the evidence
on which he acts & this cause
is continued.

W. S. Morison
Sept. 12th 1889.

To the Clerk of the
Circuit Court of Lee
County Virginia

S

Rebecca Orr. 34 (24)

vs } Decree (7)

E. W. Pennington Admr. + als.

Entered Chay O B. 229.

Sept. 20th 1889

J. A. G. Hyatt C.

Entered

H. S. McBee

Sept 12th 1889

Rebecca Orr

v. Decree.

E. H. Pennington admr et al

This cause came on this day to be heard on the bill, exhibits, Answer with general replication thereto and argument of counsel, and by agreement of the parties by their attorneys, this cause is submitted to the court to be decided in vacation, and the decree rendered therein shall have the same force and effect as if in rendered in term.

(23) 34

(6)

(6) (6)

Rebecca Ann
w Dean

E. W. Pennington admr
Entered Chey.
O.B. No 5.
page 198.
J. A. S. Wyatt C.C.

Entered this
H.S.K.M.
Apr 3/85

25. 300
5. 50
2. 30
32 | 380

(1)

Green Hill Lee County Va
January 30th 1890.

Rebecca Orr Plaintiff
vs
E. W. Pennington Admr. &c et al Defendants

In Chy.

The depositions of Susan Wynn, Nancy Young, John W. Scott and Leraig Pennington taken pursuant to an agreement between the parties, at Green Hill Church in Jotsum Station Lee County Va. on the 30th day of January 1890, at the time of taking an account in the above styled cause, which when taken are intended to be read as evidence on behalf of the Plaintiff in this cause.

Present Plaintiff's and Defendants' Attorneys.

Ques. How long did you live on the D. M. Orr farm, and were you frequently about the family?

Ans. About five years, and was often about the family during that time

Ques. What work in way of housekeeping did Rebecca Orr do for R. S. Orr after her husband's death?

This question is objected to because irrelevant to any issue in this case
E. W. Pennington

Ans. She done general house work such

as cooking, milking, churning, washing & cleaning up generally, and was there about all the time except when she was in Tenn.

Wit claim 50.$ Paid by Deff.

And further this witness saith not.

her
Susan L Nyum
mark

Harvey Young an other witness being duly sworn deposes and says.

Ques. Are you acquainted with the D. M. Orr farm and how long have you known it?

Ans. I am. have known it nearly all my life I am now forty four years old I reside within two miles of said farm was raised at the place where I now reside. The farm spoken of lies on the north side of Wallens ridge I own a farm lying on same side of same ridge and natured some what a like

Ques. What do you consider the fair cash value of said farm in May 1883?

Ans. I think it was then worth $30.00 per acre I understand that it contains 218 acres which would make $6540.00

Ques. What do you think is its cash value at this time?

Ans. I think there has been an advance on the price of lands in the section where the said farm lies of about 15 per cent. therefore I will put its present value at present $7500.00

Ques. What do you think a fair cash rental value of said land in 1883 and at the present time?

Ans. I think that $300.00 would be a fair value. Owing to the fact that Cattle was a better price during some years previous to the time that this land was last rented for the above named price, and the farm was suited for grazing purposes and was grazed by those having charge of it. I think that owing to the above named fact ~~I think~~ it would be an average value compared with the whole time.

Ques Please state what cattle were worth in the Community in the fall of each year since and including 1883. to & including 1889?

Ans. They were worth from 3 to $3\frac{3}{4}$ cts per lb untill last fall and they were worth $2\frac{1}{2}$

(examined.

Ques. 7. Do you remember the condition of said lands ~~and~~ at the time said R.S. ~~on~~ took possessions of the same, and at the time of his death, if so please

state whether the condition is now better or worse than when he took possession of the same.

Ans. I think that the condition of said land was better at the time of R. S. Orr's death than at the time when he took possession of the same. from the fact that there was some clearing done and bushes cut some repairing done to stables

Ques. 2. Please state whether the improved condition of said farm of which you speak would increase or decrease the rental value of said lands, and how much?

Ans. I do not know that that part that was cleared off for Graging would effect the rental value but would add to the value of said lands as lands will not rent for Graging as high as it will for grain The part that was cleared would add to the rental value

Ques. 3. What would you consider a fair cash rental value for said lands per annum, the tenant furnishing every thing, cutting the bushes, keeping said lands in proper repair, and farming the same in a husband like manner?

Ans. I think that the farm could be rented

5. for $300.00 and these things took in consideration

Ques. 4 That would you consider it reasonably worth per annum to support & maintain Mrs. Rebecca Orr in a manner suitable to her condition and station in life?

Ans. I think that I will say $100.00

Ques. 5. From the time elapsed, loss of evidence &c, since the death of D. M. Orr is it or not now impossible to show and ascertain with any degree of certainty, the condition of said farm at that time and at the time of R. S. Orr's death, and the expense, trouble or time R. S. Orr was put to, in putting said farm in the condition it was in at the time of his death?

This question is objected to because based on a hypothesis that is unreasonable. The people are not all dead in the community, And because unreasonable and absurd.

Orr. for Plff.

Ans. It can be ascertain to some degree but not to such an extent as if all persons were here and living that was at the time of D. M Orr's death & R. S. Orr. death

In answer to the Commissioner, the witness says-
The value of one half the farm when partitioned is one half the value of the whole- the farm can be partitioned without depreciating its value-
The annual support of David M. Orr in his condition one month before he died was reasonably worth 150$ and the annual value of the support of Rebecca Orr as before stated is worth 100$, I do not know how long or whether they or either of them was supported any time by said R. S. Orr, or by those claiming under him,
And further this witness saith not.

Harvey Young

John W. Scott an other witness being duly sworn deposes and says.
I am well acquainted with the farm on which D. M. Orr resided at the time of his death, and have known the same for the past 30 years, I consider 6000$

a fair cash value of said land at the present time, and it was worth in my judgment in May 1882 $5500.00, If said land was partitioned equally each moiety would now be worth 3000$ and then would have been worth 2750$,

The annual rental value of said farm is at least worth 300$ and one half thereof is worth 150$

The annual support of David M & Rebecca Orr provided they neither worked or done any thing towards their support, was reasonably worth 100$ Each. –

In passing said farm I observed that bushes were cut, and possibly some fencing, but as to the time and value of such improvements I can not state.

50c claimed by wit.

And further this witness saith not.

John W Scott

Craig Pennington an other witness being duly sworn deposes and says.

I am well acquainted with the farm here in question, reside near by and have known the

Same all my life, and I am now 48 years old, I consider the farm as being now worth 6000$, and was in May 1883 worth 5500$
One half the farm would be worth one half these sums-
It was reasonably worth 150$ to support D. M. Orr a year in the condition he was in at the time R. S. Orr entered into the Contract to do so, and that 100$ would be a reasonable annual amount for the support of Rebecca Orr, I cannot state the precise time D. M. Orr was supported or taken care of by R. S. Orr, nor do I know the time he supported Rebecca Orr but I know that Rebecca after the death of her husbands remained at her old home with R. S. Orr the most of the time up to his death, She was absent apart of the time in Tenn
It was my understanding that R. S. Orr supported said Rebecca, while she was with him,
There were some permanant improvements put on said land by R. S. Orr

"9"

such as ~~cutting bushes~~, repairing barn sheds and clearing some land, fencing &c. The repairs on barn was reasonably worth 25$ which was performed about the time said R.S. Orr was married, the clearing and fencing ~~was in my judgment worth~~ has not been sufficiently examined by me to enable me to give any definite estimate of what it was worth.

The annual rental value of said farm, in my opinion judging from what it is actually renting for is 300$. R. S. Orr, I think the first year he took possession of the farm, cut a number of well grown bushes on the South side of the main road, which in my judgment was worth in addition to the usual and ordinary business of keeping down bushes, the sum of from 25 to 40$.

Ques What work or services did Rebecca Orr do & render while with R. S. Orr at the old homestead?

This question is objected to because

irrelevant to any issue in this cause.

E. H. Pennington for Dfts.

Ans She done the usual house hold and kitchen work, about the place.

Ques. Was or not her said work & services worth her support & mantainance or more, during that time?

This question is objected to because no contract shown that she was to be paid for any house hold work &c.

E. H. Pennington for Dfts.

Ans I would think her work & services was worth her mantainance and more, before said R. S. Orr married I consider her services worth as a house keeper at least one Dollar above her support, per week, and after his marriage her services would equal her support.

Ques Did D. M. Orr & R. S. Orr or either of them furnish any material part of their own support & Mantainance after April 7th 1883. and befor R. S. Orr's death?

Ans I do not. know

X examined.

For what is said farm best adapted?

Ans. I consider it best adapted to grazing.

Ques. 2. If it is a grazing farm, is it not necessary to have grass sowed on it?

Ans It is, if grass is not on it, it should be seeded.

Ques. 3. If $300 be a fair cash rental when landlord furnishes the grass seed value of said land, what would you take off of said sum, if the tenant of the land furnishes the grass seed necessary to keep said farm in grass.

Ans. From ten to 15% less annually.

Ques 4. Did R. S. Orr or those claiming through him while in possession of said land furnish and sow any grass seed on the same?

Ans I do not know.

And further this witness saith not.

Craig Rennington

The further taking of depositions in this cause is adjourned until tomorrow morning 9 O'clock J. A. S. Hyatt Comr

Met pursuant to adjournment on this January 31st 1890, at Green Hill Church

Present Pltffs & Defendants Attorneys

Wm. R. Yeary, an other witness of lawful age being introduced by the Plaintiff deposes and says.

I am tolerably well acquainted with the farm here in question and I consider said farm as reasonably worth 6000$ at the present time, and in May 1883, it was worth 5500$, there has been a little advance in the value of land in the neighborhood of this land, and said farm can be partitioned without injurying its value - hence 1/2 of said farm is worth 3000$, at this time and was worth 2750$ in May 1883. I consider 350$ as a fair annual rental value of said farm, including house orchard &c &c,

Ques by Plff's Counsel.

Did you ever hear Liggie P Orr one of the defendants in this suit make any statement about the value of Rebecca Orr's work as housekeeper &c, and if so when & where was it and what did she say?

This question is objected to

13 because no statement of Lizzie P. Orr would bind R. S. Orr or his estate, and therefore is immaterial. E. W. Pennington for Defts.

Ans. I did hear Lizzie P. Orr, speak of the value of Rebecca Orr as a house keeper, it was at the old D. M. Orr homested after the death of her husband R. S. Orr, but the precise time I cannot state, In a conversation with her as to what it was worth to keep Rebecca Orr per year she remarked that Rebecca Orr's work would pay her way.

X examined by Defts.

Ques. 1. Did R. S. Orr while in possession of said land put any improvements on the same, and if so, did such improvements add any thing to the rental value of said land and if so, how much?

Ans. I do not know of my own knowledge that R. S. Orr put any improvements on said land.

Ques. 2. Then you do not know what the rental value of said land was at the time R. S. Orr took possession of said land.

Ans- I think I could make as fair an estimate then as now of its rental value, I have known the farm for the past 30 years,
I was present as one of the Justices when the deed was made by D. M. Orr and Rebecca Orr to R. S. Arr.
And further this witness saith not

W. R. Geary

The foregoing depositions were taken before me at the time, place and for the purposes mentioned in the caption, sworn to & subscribed by the witnesses before me in due form. Given under my hand this Feby 3rd 1890

J. A. G. Hyatt Comr

233.33 1/3

Rebecca. Ors
vs
Defs.
E. W. Pennington et al.
Filed Feby 3rd 1890.
J. A. Hyatt Clk

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To E. D. Pennington, administrator of the Estate of Robert S. Orr, decease, and E. D. Pennington, Guardian ad litem for Cecil Orr and Robert S. Orr, infant children of Robert S. Orr, decease, and Lizzie Orr, widow of Robert S. Orr:—

Take Notice that, I will on the 11th day of February, 1890, at Marvin Post Office in Grundy County, State of Tennessee proceed to take the depositions of Samuel H. Tullo and Morris H. Tullo, and others which depositions when taken are intended to be read as evidence in my behalf in a Chancery Cause now pending in the Circuit Court of Lee County, State of Virginia wherein I am plaintiff and you are defendants; and if from any cause the taking of said depositions be not completed on that day, the taking of the same will be adjourned from day to day and from time to time till the same is fully completed.

This the 23rd day of January, 1890.

Rebecca Orr
for James W. Orr,
Atty.

Rebecca Orr

vs } Notice

E. H. Pennington, admr. etc

Accept Legal service of the within Notice.
This Jany 23rd 1898.
E. H. Pennington guardian for Pardie Orr
Lizzie P. Orr — and for
E. H. Pennington

The depositions of Morris H. Wells and Samuel H. Wells taken before the undersigned Justice of the Peace in and for Green County, Tennessee, at Marvin Post Office in said county, pursuant to Notice, on this the 11th day of February, 1890, to be used as evidence on behalf of the plaintiff in a suit in Chancery now pending in the Circuit Court of Lee county, Virginia, in which Rebecca Orr is plaintiff and E. W. Pennington, Administrator &c and others are defendants.

The said Morris H. Wells, a witness of lawful age, and being first duly sworn deposes and says:

1st Question by Plff. — What length of time did Rebecca Orr, the plff., stay at your house and at the house of your brother Samuel H. Wells between April 7th, 1883, and August 14th 1888?

Ans She came first in July 1884 and remained until in July 1885 then came again in April 1886 and remained until June 1887 being about two years and two months

2nd Question by Plff. Have you ever received any pay for supporting and maintaining Rebecca Orr from any person?

Ans No

3rd Question by Pltff. How long has Rebecca Orr been supported by you and your brother Samuel H. Wells since August 14th 1888?

Ans. She came here some time in the fall of 1888 and has been with us ever since & I have had no pay therefor.

4th Question by Pltff. Are you a son in Law of the late David M. Orr, and of Rebecca Orr?

Ans. I am

5th Question by Pltff. Who took charge of the personal estate of David M. Orr?

Ans. The late R. S. Orr

6th Question. What amount did R. S. Orr pay you and your wife or either of you on your interest in the personal estate of David M. Orr?

Ans. $65.75.

7th Question by Pltff. How many heirs and children has David M. Orr?

Ans. 4

8th Question by Pltff. Now, if you received $65.75 and there is three other children and heirs, and the Law of Distribution in the State of Virginia is that the Widow takes one third of the personal estate after the payment of debts, what

should be the amount of the personal estate of David M. Orr provided you got from R. S. Orr all to which you and your wife are entitled?

Ans Three hundred & ninety four dollars and fifty cts

9th Question. — Did you or your wife ever receipt R. S. Orr against your interest in the Real estate of D. M. Orr, or receive any payment from him therefor?

Ans We never did

10th Question by Plff. — Did you ever cultivate the farm in question in this suit, and if so when did you cease to do so?

Ans I did & left there in Sept. 1877 I cultivated the farm 1870 until that time 7 years

11th Question by Plff. — When did you see the farm last?

Ans. I was over the farm in company with R. S. Orr in July 1885

12th Question by Plff. — What do you think the Rental value of said farm was for the year 1877, and for the year 1885?

Ans Three hundred dollars

13th Question. — While Rebecca Orr was absent from Virginia and staying with you and your brother S. H. Wells, did R. S. Orr

write you any letter or letters, or, did you see any letter or letters written by him to any other person in which he requested that the said Rebecca Orr return to his house and keep house for him?

Ans I do not know to whom the letters or card was addressed but some of us received two or three letters and a postal card urging me to bring said Rebecca Orr back as he could not get along without her I wrote him if he needed a housekeeper to marry and get him one.

14th Question by Plff. — Have you made search for said letter or card and if so can you find it?

Ans I have but could not find them

And further this deponent saith not.

M. H. Wells

The said Samuel H. Wells, a witness of lawful age being duly sworn upon oath says:—

1st Question by Plff. — Did you ever receive any pay from any person for supporting Rebecca Orr?

Ans — No.

2nd Question by Plff. — Did you or wife ever receipt R. S. Orr for your wifes' interest in the real estate of D. M. Orr?

Ans. No

3rd Question by Plff. — What amount of personal estate did R. S. Orr pay you of the estate of D. M. Orr?

Ans. $65.75

4th Question by Plff. — Did R. S. Orr ever pay you any thing on your wifes interest in the Real Estate of D. M. Orr?

Ans. No.

And further this deponent sayeth not

S. H. Wells

State of Tennessee } S.S.
Grum County

I, F. C. James a Justice of the Peace in and for the County and State aforesaid do certify that the depositions of Morris H. Wells and Samuel H. Wells were taken, sworn to and subscribed before me at the time and place and for the purpose in the caption mentioned. Given under my hand this the 11th day of February 1898. F. C. James

J. P.

The reading & consideration of these depositions are excepted to because,

1. They show on their face that the affiants are husbands of D. M. Co's children and that said children are seeking to set up a claim against the estate of their dead brother, so affiants are testifying on behalf of their wives who are interested in this case; the defendants not having introduced heretofore any witness interested in this subject of investigation, and;

see V. C. 1887 § 3345 2 6

2. R. L. Co being dead, the affiants either for themselves as well as for their wives are incompetent witnesses, unless introduced by the defendants.

E. W. Cunningham for Deft's.

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543,76

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260,83

Rebecca Orr

vs

Defs.

E. M. Pennington Admr.

Recd by mail in good condition and filed Feby. 14th 1890.

J. A. G. Hyatt C

Received of Rebecca Orr fifty cents my fee Feby 11th 1890.

F. C. James J. P.

Commissioners Office
January 27th 1890

Virginia, Lee Co. to wit:

The depositions of Joshua E. Hobbs, D. L. Jessee, George W. Jessee, A. D. Litton

taken on the 27th day Jan. 1890, by agreement before me J. A. G. Hyatt Comr. &c at the circuit court clerks office of Lee Co., Va., to be read as evidence in behalf of the defendants in a certain suit in chancery, now pending in the circuit court for Lee county, in which suit Rebecca Orr is plaintiff and E. H. Pennington admr. &c. et al are defendants:

Present J. H. Orr ~~Esq. Atty. for~~ counsel for plaintiff, and E. H. Pennington one of said defts. for himself and the other defendants:

J. E. Hobbs a witness of lawful age after being duly sworn deposeth and saith:

Ques. 1st by deft.

Are you acquainted with the land in the bill & proceedings mentioned, and if so, how long have you known said land?

Ans. I am acquainted with said land and have known the same for the past 40 years

ques. 2 by Deft:

What do you consider a fair cash value of said land, on May 7th 1883, and on August 14th 1888, respectively?

Ans My judgement as hereto expressed in a valuation of the same, is that on May 7th 1883, the farm was worth 5500.$ and on August 14th 1888, I consider the farm worth $6000.00

ques. 3 by Deft:

What would you consider a fair cash value of one-half of said land when partitioned

Ans. About 3000$. at this time

ques. 4th by Deft:

What was the condition of said land at the time said R. S. Orr took possession of the same as compared with its condition at the time of said R. S. Orr's death, and also at the present time?

Ans. The land was in better condition at the time of his death, than it was when he took possession thereof, and is in better condition at present, he said, R. S. Orr cleared some land above the house and repaired some fence along the river and along the road, I can not state whether he leased the

land to be cleared, or done the ~~cured~~ it clearing himself.

Ques. 5 by deft.

~~Ans~~ Please state whether the rental value of said land was increased by the improvements put on said land that you above detail?

Ans- I suppose it would done,

Ques. 6th by same

What would you consider a fair cash rental value for said land per annum at the time of said R. S. Orr's death, the tenant furnishing every thing, keeping up said farm and farming the same in a husband-like manner-?

Ans- My opinion is that it worth per annum at the time of Orr's death about $275.00. But I was not over the same about that time, my opinion as I have stated is made up from what I could from the road and the general idea of or knowledge I have of the same.

Ques- 7th by same.

From what you knew of said land at the time R. S. Orr took possession of said land, what would you consider a fair cash rental value of said land per annum, the tenant furnishing

every thing, cutting bushes, and farming the same in a husband like manner.

Ans. I think at that time ~~$~~ about $250.00

Ques 8th by same

Are you acquainted with Mrs. Rebecca Orr, and did you know her from the time of S. M. Orr's death to the death of her son, R. S. Orr?

Ans. Yes, I am well acquainted with her and know her from said S.M.'s to R.S. Orr's death.

Ques. 9th.

What would you consider it reasonably worth per annum to support and maintain the said Rebecca, as her condition and station would demand?

Ans. I would say it to be worth not less than $75.00 per annum, that is her board at $1.00 per week and clothing and risk of doctor bills the residue of $75.00 and she do no work.

Ques. 10th by same.

Do you know whether the said Rebecca did live with her son R. S. Orr, from the death of her husband to the death of her said Son.

Ans. She did live with him a part of

said time, but I do not know how much of said time. She was in Texas a part of said time

Cross. [illegible]

Examined.

Ques by Pltff. Did you examine the land carefully so as to give with any certainty the rental value of the land at the times of which you speak?

Ans. I did not until after the institution of this suit, and then in company with Mr. T. S. Litton I did go over the same and examine it.

Ques. You state that you are well acquainted with the plaintiff, what are her habits. Is she an industrious woman and good housekeeper or not?

Objected to because immaterial to the issues in this cause.

A. L. Pridmore for Dfts.

Ans. She was so considered when she kept for herself.

Ques. Did she keep house for R. S. Orr after the death of D. M. Orr and before his marriage

This ques. & answer is objected to as immaterial. Pridmore for Dfts.

Ans. I think she did except the time she was in Texas.

Ques. What are the services of a good housekeeper

reasonably worth per week over and above their board?

This ques & answer is objected to because outside the inquiry before the court and is irrelevant in any view of this case

Pridemore for Defts.

Ans. One Dollar per week.

Ques. What personal property did D. M. Orr leave at the time of his death?

This ques. is objected to because immaterial &c Pridemore for Defts

Ans. I cannot say.

And further this witness saith not.

Joshua E. Hobbs

Wit claims 50¢ T.

D. L. Jessee an other witness being duly sworn deposes & says.

Ques. 1st by Deft.

Are you acquainted with the land in the bill and proceedings mentioned, and if so how long have you known the same?

Ans. I am acquainted with said farm, I live near by and have known it 17 or 18 years.

Ques. 2nd

What do you consider the same now worth in cash?

Ans. I consider the farm as now reasonably worth $500.00.

Ques. 3rd by same

What do you consider to be a fair cash value of said land at the time R. S. Orr took possession of the same?

Ans I think the laird is in better state of cultivation now than it was then, bushes & sprouts have been cut and some clearing done, from my observation there has been some ten or twelve acres cleared but I cannot state whether said R. S. Orr cleared it or not, I think the most of it was cleared by leaving the same, from R. S. Orr.

Ques. 4th by same.

What do you consider to be a fair cash rental value of said land at this time, per acre, the tenant keeping up the same cutting the bushes, furnishing everything himself, and farming the same in a husband like way?

Ans I could not put it at over 200$. I have had some experience in cultivating and managing this farm, having had it in charge last year.

Ques. 5th by same.

Does the improvements on said land, or not The clearing &c. you above mention add or take from the rental value of said land and how much?

Ans. Of course the clearing adds to the rental value of the land, I think the cutting of bushes & clearing would advance the rental value to the extent of 50 $. that is estimating the clearing at 25 $

Ques. 6th by same

Do you know of any permanent improvements put on said land by the said R. S. Orr or his personal representative, if so state when put there and the nature and ~~$~~ value of the same?

Ans. I consider, the clearing, the sheding of the barn, rock fence, ~~cutting bushes~~ & done by said Orr and his personal representative as worth, the clearing $72.00, Sheding barn $15.00 rock fence $50.00 - Total $137.00

The rock fence was built about July 1st 1889, the sheding of barn was done about the winter of 1887, the clearing was done during the past 4 years.

Ques. 7th by same.

Are you acquainted with Mrs. Rebecca Orr, and how long have you known ~~the same~~ her?

Ans. I am and have known her for about 17 or 18 years.

Ques. 8th by same

After the death of her said husband (May 7th 1883) ~~with~~ where has the said ~~Re~~ Rebecca lived + made her home?

Ans. With R. S. Orr part of the time and in Penn. part of the time.

Ques. 9 by same.

What would you consider a fair cash value per annum to support and maintain Mrs. Rebecca Orr, suited to her condition and station in life?

~~Ans.~~ ~~I consider it as worth~~

This question is objected to because not responsive to the inquiry directed.

J. W. Orr for Plff.

Ans I consider it worth $100.00.

When did Mrs. Rebecca Orr make her home at R. S. Orr's death, (Aug. 14th 1888).

Ans. I cannot state.

Ques. 11th by same Are you acquainted with W. M. Orr; and what wants

it be reasonably worth to support, and maintain him, the last month of life?

~~Ans~~ This ques. is objected to because not responsive to enquiry directed.

Ors. for Deff.

Ans. I guess it was worth 25$ per month, just guessing at it, I don't know what the expenses was.

ques 12th

Where did he ~~make~~ live & make his home the last month of his life?

Ans. At his home, the old homestead, on the farm here in question.

ques. 13.

Do you remember whether R. S. Ors was in the possession & occupancy of said land & homestead, the last month of D. M. Ors life?

Ans. He, R. S. Ors was there running things I don't know whether he was in possession or not.

Examined

Ques Do you know whether or not D. M. Ors supported himself the last month of his life?

Ans. I do not know any thing about that.

Ques. What did you pay as rent for the farm

for the year 1889, and what did you do and furnish extra?

Ans. I paid with John R. Nowel for the entire farm, including the land R. S. Orr bought of J. B. Pennington, $325.00 as rent for said year, I took the land belonging to the old farm below the road said to contain 108 acres at the price of $132.00 and done about 15$ worth of work, Nowell and myself furnished extra and sowed on the old place below the road about 2 Bu Clover seed & 1 Bu timothy seed, the Clover seed and sowing was worth $13.00 and the timothy $3.00. I cultivated of the land below the road about 10 acres in Rye & 12 acres in Oats, the bal. was in grass and grazed by me.

The Contract for the renting for this year was reduced to writing between us and E. W. Pennington & Co.

The land I grazed & cut the bushes off in accordance with the contract, the contract required the bushes to be cut on the entire farm.

The above question & answer in so far

The John S. Pennington land is worth 5 $ for leaving 275 $ for the old farm.

as it relates to the written contract is objected because said contract is the best evidence of what it contains.

Pennington for Defts.

Ques. What do you consider the graging land occupied by you worth per acre per annum?

Ans - I considered it worth when I rented it 1.20 Dollars per acre,

Ques How many head of cattle did you grage, and for what length of time, on said land?

Ans - I cannot give an intelligent answer, I put in some cattle, afterwards put more in, and after harvest put more in &c &c - the Blue Grass above the rock fence I think would have graged about 20 head of cattle until the hot weather set in.

Ques. Was not the value of the blue grass above the rock fence sufficient to pay your part of the rent?

Ans - Objected to because immaterial.

Pennington Defts.

It was not.

Ques. Were you willing to continue the contract five years as originally begun.

Ans - I was.

Ques Do you know what said land, the old place, rented for for the present year?

Ans - I ~~deny. I understand that~~ it was rented at 300$ and the bushes to be cut extra.

It is now here agreed that the farm rented this year for 300$ and the bushes to be cut extra.

J A Styatt Comr.

Ques. Do you know whether R. S. Orr, or any one else, paid any doctor bills for Rebecca Orr after D. M. Orr's death?

Objected to because immaterial

Pennington for Dfts.

Ans - I do not.

Ques. If the land, old place, rents for $300 - per annum, is it not worth what it brings?

Ans. I think not, the land was rented for more than it is worth in my judgment.

Ques Did you and Sell rent at public renting or privately?

Ans. We rented privately.

Ques What are the services of a housekeeper reasonably worth a year and board their board?

Objected to because immaterial, there being no contract shown that R. S. Orr was to pay his mother for housekeeping, if she did so.

Pennington for Dfts.

Ans One Dollar per week.

On enquiry by the Court.
The witness States that the annual support of David M. and Rebecca Orr was 100$ Each, but cannot state as to the time they were supported by said R. S. Orr, nor those claiming under him, nor that they were so supported. And further this witness saith not.

D. L. Jesse

Wit claim 50c. Ticket

George C. Jesse an other witness being duly sworn deposes and says.

Ques. 1st by Dft.

Are you acquainted with the land in the bill and proceedings mentioned, and if so, what do you consider a fair cash rental value of the same per annum?

Ans. I am only tolerably well acquainted with said farm, I have never been over it much, I consider $225.00 as a fair annual rental value for said farm.

Ques. 2nd

Please state and tell of the nature

and value of any permanent improvements put on said land by said R.S. Orr and when the same were put there?

Ans. A shed was put by said R. S. Orr to the stable another or more before he died, and is worth $ $15.00

The chopped down brushes on the hill between grave yard all but walnuts. These brushes were on the said land when he took possession of the same. This was done after R. S. Orr took possession & I am of the impression that he had it done, but don't know whether before or after the date of the deed made to him. What I could see of this work it looked to be worth $8.00 or $10.00.

Are you acquainted with Mrs & Mrs S. M. & Rebecca Orr, if so what would you say it was reasonably worth per annum to support, care for and maintain each in a manner suited to their condition and station in life.

Ans. I was acquainted with each of said parties, and would say it was reasonably worth $100.00 each per annum to support & maintain said parties.

The foregoing question & answer thereto are objected to because not responsive to the enquiry, not being confined to R. S. Orr nor is it shown that he supported them?

Orr for Plff.

ques. 4th.

Where did Mrs. Rebecca Orr make her home after the death of her husband, W. M. Orr?

Ans. A part of the time with R. S. Orr, a part of the time in Tenn; and I recollect her being at John Orr's sick.

Ques 5th

Who supported her while she stayed with R. S. Orr?

Ans. I do not know.

+ Examined

Ques. If the farm rented for $300 - the present year is it not worth that sum, and has it not been worth something like that sum each year since Apr 7th 1883?

The above question is objected to because hypothetical and argumentative.

Pennington for Dfts

Ans. If it is worth that this year I can not see why it was not worth that sum since the year 1883, but I do not say it is worth that.

Ques. What are the services of a good house-keeper reasonably worth per week over and above board &c?

This question is objected to because immaterial and there being no contract shown that R. S. Orr good to give Mrs Orr anything for housekeeping; and not being shown that Mrs. Orr did house keep &c. Permitted Deft.

Ans.-- I think one Dollar per week.
wit claim 90 C.T.

And further this witness saith not.

G. C. Jesser

A. D. Lettau an other witness being duly sworn deposes and says.

Ques. 1st by Deft.

Are you acquainted with the land in the bill and proceedings mentioned, if so what is a fair cash rental value per annum for the same, the tenant, furnishing everything, keeping the same in proper repair and farming the same in a husband like manner.

Ans. I am acquainted with said farm, having been over the same some. I would consider $250.00 a fair cash rental value per annum for the said land on the terms mentioned in this question.

Do you know whether R. S. Orr while he had possession of said land, put any permanent improvements on the same, if so state the nature of the same & when put there?

Ans. He put a shed to his barn after the death of D. M. Orr, and some time in the fall of 1886, and was worth $25.00 I help to build this shed.

When he took possession of said land it was grown up above the road considerably in bushes and he done and had done considerable work in cutting off said bushes - which work was done after April 1883. which I estimate as being worth 8 or 10$.

Said R. S. Orr leased some land to one — Barnett and Dick Barrow (Coled) and they cleared some six or twelve acres - which I estimate to be worth from 9 to ten Dollars per acre for clearing, Barnett was to clear the land he cleared for the use of the land four years. I cannot state as to how Barrow was to clear.

Ques. 3rd

Please state whether these im-

improvements you just mentioned added to and took from the rental value of said land and how much?

Ans- The improvements of course added to the rental value - I consider to the extent of some 25 or 30$ more.

Ques. 4th

Were you acquainted with Rebecca Orr, if so, what would you consider it reasonably worth to support & maintain her per annum, in a manner suitable to her station & condition in life?

Ans- I am acquainted with said Rebecca and think it would be worth about One hundred Dollars. per annum to support her.

Ques. 5th.

Who supported & maintained Mrs. Rebecca after the death of Mr. Orr, her husband?

Ans- She was ~~supported~~ with R. S. Orr apart of the time, a part of the time she was in Lenn, and apart of the time she was at John P. Orr's. I cannot state the time she was at either place, while she was at R. S. Orr's,

I think he furnished the supplies, for her support.

Ques. 6th

What was your observation of the conduct of R. S. Orr towards his mother?

Ans. So far as I observed, and I was there often, he was as kind as he could be to her, I never heard him speak an unkind word to her.

Ques. 7th What is a fair cash value for the whole of said land.

Ans. From what I know of said farm I cannot state what it is worth.

+ Examined

Ques What kind of housekeeper was Mrs Rebecca Orr + did she do house work while living at R. S. Orr's after D. M. Orr's death?

This question is objected to because immaterial. I summons for Deft's.

Ans. Mrs Rebecca Orr, was at that time an industrious working woman and my observation was that she kept house for said R. S. Orr, before his marriage, and continued to do house work about the place after his marriage.

Ques If the farm has rented for $300 - this year is it not worth that sum to the owners of said land?

Ans - It would be

Ques Is not the farm a good grass farm naturally adapted to blue grass?

Ans - It is a very good grass farm of a wet season - but not so good of a dry season - I would not consider it a first class grass farm but an average one. And further this witness saith not.

Wit Claim 90 Cents Ticket

A. D. Litton

Green Hill Church Lee Co. Va
January 30th 1890.

Dick Barron Colored, an other witness of Lawful age being duly sworn deposes and says.

Ques. 1st by Deft:

How long did you live on the land in the bill & proceedings mentioned and when did you leave said land?

Ans. I lived there about thirteen years as near as I can recollect, and left said land last year, (March 1889.)

Ques. 2nd by same.

Please state about the work and improvements done and put on said land after he R. T. Orr died

took possession of the same?

Ans. R. S. Orr made or had made a number of new rails and reset old, fence, cut bushes, put up a barn shed, and leased, and had cleared some 8 or 10 acres of land and had a fence put around said land, the fencing was worth $8.00 which work was done about 4 years ago, this was the resetting of an old fence, I made and put about 200 new Rails & put into said fence. The bushes was cut off every year, above the road, one year he hired me to cut the bushes above the road and gave me 24$ for doing the work, the first year after he took possession of the land the cutting of the bushes was worth 30$ or 40$ more to cut them this year all over the farm than it was afterwards. the bushes were thicker and more of them, it was worth 50$ to 60$ to cut the bushes the first year, the year he gave me 24$ to cut the bushes above the road, he gave other parties 9$ for cutting those below the road the cutting of the bushes the last year he had them cut, amounted to 25$

The putting up the barn shed was worth about 40$ which was done about the next fall after he was married (it is agreed that he was married)

The clearing and fencing the new land was worth 105$, this land was leased, the fencing was done about 3 years ago, and the clearing was finished about 2 years ago. Under my contract of lease I was to build 1/3 of the fence I built, and the other 2/3 of 1/2 the fence I was to be paid for, the amount paid me for the fencing I done, was all said Orr paid out for this Clearing of land, I was paid about $5.40 and Mr. Orr hauled the Rails which was worth 2$.

Ques. 3rd By Deft.

Where did Mrs. Rebecca Orr live & make her home after the death of her husband?

Ans- She made her home with R. S. Orr and lived with him all the time except the time she was in Tenn which I think was about 2 years until he died.

Ques. 4 by Deft.

Who supported and maintained Mrs. Orr after the death of D. M. Orr, up to the time of R. S. Orr's death?

Ans. R. S. Orr furnished every thing to eat, Mrs Orr had her own bed on which she slept, and while Mrs. Orr staged with him he supported her, while she was in Tenn, I don't know who supported her

Ques. 5. How came Mrs. Orr to be in Tenn. a part of the time?

Ans I don't know unless it was to see her children who live over there,

Ques. 6. Was or not Sims able and willing to support & maintain Mrs. Orr during the time she was in Tenn.?

Ans. I think he was able, I don't know whether he was willing or not, I never heard him say any thing to the contrary I heard him say just before he was married that he wished his mother would come home

Ques. 7. How did Sims treat his mother?

Ans. He treated her kindly.

+ Examined

Ques. The witness states on cross examination as follows - I lived on the place

(24)

and worked for David M. Orr for some time before his death, and continued to remain on the place and work for R. S. Orr until his death, R. S. Orr settled with me for last months work prior to D. M. Orr's death out of D. M. Orr's corn and meat. D. M. Orr

Ques. What personal property, provisions &c did D. M. Orr have at his death and what became of it?

This question and its answer is objected to because immaterial to any issue in this cause.

E. H. Pennington for Dfts.

Ans. He left a filley or young mare, which R. S. Orr took to Linn, and let Mr. Wells have it, he had two milk cows, with calves, which, R. S. Orr sold for 20$ each, I dont remember what become of the calves, they worth 9 or 10$ each, he also had 8 or 9 head of sheep which R. S. Orr let Glen Scott have, they were fine sheep and was worth $1.50 or $2.00 per head, I think he had some hogs, but I forget how many, he had some corn and wheat & meat, I think ~~about~~ he had enough on hands to do him, & his wife the year, but I dont

remember how much, this was used by the family except what was paid out for work on the place.

Ques. What do you think the rent of the farm worth per year while R.S. Orr occupied it?

Ans. I think in grazing it the way he did and the price cattle was when he used it it was reasonably worth per year Two or three hundred Dollars. it was worth as much or more then than it was last year or now.

Ques. State what Rebecca Orr done in way of work &c while living with her Son?

This question is objected to because irrelevant to any issue in this cause
E. H. Pennington

Ans. She milked churned, cleaned up the house, made up the beds &c, and done general house work when she was at home. Cooked &c &c. She sometime had help to wash and cook, &c.

Ques. What was her services worth over and above her board and anything furnished her by R.S. Orr per week?

This question is objected to because no contract shows that R.S. Orr was to pay for any services rendered by Mrs. Orr.

E. H. Pennington

Ans. Her services were worth about one Dollar per week.

Ques. How many cattle did R. S. Orr usually graze on the farm each year and how many cattle and other stock did he have on the farm at the time of his death?

Ans. He usually grazed about 25 or 30 head of cattle, he had at the time of his death grazing on the farm about 15 head young cattle, 3 cows, 5 mules & 2 horses. he pastured a part of this stock away from his farm, a few months, that season.

Wit claim 50¢ Paid by Deft & H.P.

And further this witness saith not.

Richard her X mark Barrow

The foregoing depositions were taken, before me at the time and places and for the purposes mentioned in the caption, subscribed and sworn to before me by the witnesses in due form

Given under my hand this 3rd Feby 1890.

J. A. G. Hyatt Com.

E. W. Pennington Admr

ads Depo.

Rebecca Orr,

Filed Feby. 3rd 1890

J. A. Hyatt C.

Commissioners Office
Jonesville Va. March 18th 1890.

Rebecca Orr. Peff } In Chy.
vs
E. W. Pennington Admr. et al. Deft }

To the Hon. H. S. K. Morrison
Judge of the circuit court for Lee County Va.

Pursuant to the requirements of a decree entered in the above styled cause Sept. 12th 1889, I proceeded on the 27th January 1890, at my office in the town of Jonesville Virginia, and on the 3rd February 1890, at Green Hill Va, to take the depositions of such witnesses as was introduced by the Peff. and Defendants in this cause, which are filed herein, and will hereafter be refered to.

And having been directed by said decree to ascertain and report, the cash value of the land conveyed to R. S. Orr, and the cash value of one half whenn partitioned, the rental value of said farm and one half thereof.

The annual value of the support of David M. Orr and Rebecca Orr, and the time, they and each of them was supported by R. S. Orr and those claiming under him. The amount and date of any money or other thing paid, expended or incured under and by virtue of the contract under which R. S. Orr held the land in controversy.

The value of the time trouble and expense R. S. Orr was at in carrying out said Contract for said land and date from which interest should run on each item. The date of the death of David M. Orr, and the date of the death of R. S. Orr. The permanent improvements put on said land by R. S. Orr, the value thereof and time when put thereon.

And show whether it is to the interest of the heirs of R. S. Orr to accept one half the Estate under said Contract or rescind the same in toto.

And also the amount chargeable upon the moiety of Rebecca Orr by virtue of said Contract &c &c.

From the depositions filed therein, the Cash value of the land contracted by David M. and Rebecca Orr to R. S. Orr at the time of the contract or deed April 1883, is proven to be worth $5500.00 and that the Cash value thereof, at the present time is 6000$. and One half thereof would be $2750.00 and $3000.00 respectively.

value of Land $5500.
$6000
$2750.
$3000.

The rental value is shown to be $300.00 per year. Some witnesses put the annual rental value of said farm less than this sum, while others put it more, but the greater number of witnesses put it at 300$ besides the actual renting shows that it is worth 300$ per annum. See contract of Leasing filed

Rent of farm 300$.

herewith marked "C. L." and it follows as
one half 150 $ a consequence that one half thereof would
be $150.00

The annual support of Rebecca Arr is
clearly proven to be worth one hundred
Dollars, not allowing any thing for labor
performed by her in keeping and doing
ordinary house work, which it is in proof
she done while she was with R. S. Arr,
some of the witnesses stating that such
services were worth $1.00 pr. week above
support. It is also shown by the evidence
that it was worth more to support D.
M. Arr at the time of the contract than it
was to support and maintain Rebecca,
but as he only lived one month after
the contract and is proven that he
had on hands at the time of said
contract sufficient supplies upon which
to support, we conclude that as to his
support nothing further need be said.

The time Rebecca Arr was supported
and staid with R. S. Arr is not clearly
shown, but from agreed state of facts
herein filed it is shown that D. M.
Arr died on the 7th May 1883, and
that R. S. Arr died on the 14th
August 1888 - giving as the space
of time between their deaths 5 years 3
Mo. and 7 days - and it is shown by
the depositions that she was in Penn
2 years and 2 mo, leaving 3 years

one month as the time she was with R. S. Orr. Since the death of R. S. Orr said Rebecca has not received any support from the Estate of said R. S. Orr in any way.

Statement herewith filed marked "P." shows the actual amounts paid out by R. S. Orr under his contract for the land, including those paid by his Admr. from the time he took possession thereof down to the 1st January 1890.

Item No. 1, is the 100$ acknowledged to have been paid in the deed by R. S. Orr to the heirs of Robert W. Myrw and should bear interest from May 7th 1883. No. 2, is the Taxes charged on the books against said land for year 1883 and admitted to have been paid by said R. S. Orr, and should bear interest from Decr. 1st 1883, No. 3, is the amount proven by the depositions of Dick Barrow and Craig Pennington as extra charge for cutting bushes off of farm the first year he took possession thereof above the ordinary work of keeping the farm up in a husbandman like manner, and should bear interest from Jany 1st 1884. No. 4 is Taxes for year 1884, and should bear interest from Decr. 1st 1884. No. 5 is Taxes for year 1885 and should bear interest from Decr 1st 1885 No. 6 is for Taxes for year 1886, and should bear

interest from Decr 1st 1886, No. 7, is for Taxes for year 1887, and should bear interest from Decr 1st 1887, No. 8, is 25$ the amount of the cost in putting up the shed around the barn, Some of the witnesses put this work lower and some higher, and this is the average cost of said work and should bear interest from say January 1st 1887, as it was proven to have been erected the fall after the marriage of R. S. Orr and it is agreed that he married Feby 11th 1886.
No. 9 is $7.50 proven by Dick Barrow to have been paid him for making and hauling new rails put up to inclose one half of lease and should bear interest say from January 1st 1885.
No. 10 is Taxes for year 1888, and should bear interest from Decr. 1st 1888,
No. 11 is $20.03 paid by E. W. Pennington Admr. of R. S. Orr as Taxes for year 1889, and should bear interest from Decr. 1st 1889. No. 12 is 50$ paid by said Pennington Admr for Rock fence put up on said land in the summer or fall of 1889, and should bear interest from ~~January~~ Sept 1st 1889.

These are the ~~only~~ amounts which are proven and admitted to have actually been paid out under and by virtue of the contract under which R. S. Orr held this land, including

(6)

the amounts for permanent improvements, and these amounts aggregate including interest to January 1st 1890 to the sum of $442.16 - It will be observed that nothing is embraced in this Statement for the support and maintenance of Rebecca Orr, during the time she was with said R. S. Orr, because it is claimed that her work as house keeper equated if not surpassed the expense of her support, this question will be noticed hereafter in this report.

It is agreed and admitted that David M. Orr died as before noted on the 7th May 1883, and that R. S. Orr died on the 14th August 1888. See agreed state of facts herein filed marked "X Y".

This Statement seems to meet the inquiry or demand asked for by Your Honor as fully and completely as it is in the ability of Your Comr, to ascertain.

And as is shown by this statement "P" that R. S. Orr, had only paid out including interest down to January 1st 1890, the sum of $442.16c

It would be to the interest of his heirs to hold to the contract made by their ancestor for the land, should they only hold one moiety thereof, provided the responsibility arising

from back rents &c over and above these payments and improvements properly chargeable to the Estate of R. S. Arr dec'd should not aggregate a larger sum, than in the opinion of Your Commissioner it will, and how these rents, charges and support should be properly adjusted is a question over which Your Commissioner has had no little trouble, but finally I have concluded that although the deed from Rebecca Arr and D. M. Arr to R. S. Arr, has been as to said Rebecca, declared to be void, on account of defect in the Justices certificate of acknowledgement as to her, Still it may be considered as an agreement which R. S. Arr and Rebecca Arr acted under in seemingly good faith from the time of the death of D. M. Arr, May 7th 1883, to the time of the death of R. S. Arr, Aug. 14th 1888, because as the proof shows, the said R. S. Arr was kind to his Mother Rebecca, and although she did not live with him all the intervening time, he desired her to do so.

It is true that David M. Arr and Rebecca Arr each owned a

moiety in said land, David M. Orr deeded his moiety to R. S. Orr, subject to certain requirements one of which was that he should receive from said land a decent support during his life, it turns out that he only lived one month after making said deed, and there is no question as to whether R. S. Orr carried out this demand as to David M. Orr properly or not, but we presume he did,

And now as to the matter between Rebecca and R. S. Orr, while the deed as to her has been decided to be defective, R. S. Orr did not so consider it and continued during his life to faithfully carry out the same, and Rebecca so far as is shown acquiesced therein, at any rate she did not publically demand a different contract as we may term it, and we conclude that her moiety of said land was properly chargeable with her reasonable support and maintenance and in order to present this view of the case, I herewith file a special statement marked "C. H." in which I first charge the estate of R. S. Orr with one half the rents for year 1883 being as most of the proof shows to be 150$ and give credit for 50$

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One half the amount acknowledged in the deed to have been paid by R. S. Orr to the heirs of Robert W. Wynn, dec'd which amount seems to have been a charge by said Wynn against said land, ~~and with~~ $15 one half the amount proven to have been expended by R. S. Orr for cutting bushes, above the ordinary cutting of bushes in order to keep the farm up, the first year he took possession thereof, with $8.50 one half the taxes for year 1883, as shown to be charged on the land books against said land for this year, and with $75.00 for the sup. port of Rebecca Orr 9 months that is from April to Dec. 1883. as before hinted at this last charge seems to be proper against her moiety of the land under the contract which they acted, resulting in showing only $1.50 due her at the end of this year, the interest thereon to January 1st 1890, is 54¢ which shows a bal of $2.04 due her on this year, on the 1st Jany 1890, the defendants claim that the Plaintiff is bared from asserting any such claim for a time beyond 5 years from the time of the commencement of her suit, but as this first years rents are so nearly liquidated

Your Comm. concludes no question will be made over this small item.

For the year 1884, the estate is again charged with 150$ as half the rents and given credit for six months supporting Rebecca, being 50$ or one half the yearly support as proven, and with $8.50 ½ the taxes for this year, leaving $91.50 due her on rents. and the Estate is in this year also charged with 50$ for six months support, being the time Plaintiff was in Lenn this year, and as she was not actually supported by R. S. Arr this length of time, it is nothing but fair that said Estate should pay her the amount her support is proven to be worth, and that it charges her with, while she is kept by R. S. Arr. showing that the estate is due her on this year $141.50 and interest added to January 1890, gives $183.95 as the amount due on account of this year.

The year 1885 is a like transaction and shows $174.84 due her including interest down to January 1890.

The same course is pursued as to the year 1886, but as shown by the proof (Depo of Wells) that she was in Lenn 9 months of this year

11 and only stayed 3 mo. with R. S. Orr
hence the estate is only given credit
with 25$ and charged with 75$ on
account of support, resulting
in showing that on account of
this years transaction the Estate
is due her including interest to
January 1st 1890 the sum of $224.20,

For the Year 1887, a similar statement
is made charging with 150$ half
the rents, giving credit for $13.50 half
the taxes this year, and with $12.50
as ½ half the costs of putting shed to
barn, in the way of a permanent
improvement, and by $58.33 for
supporting Rebecca 7 months in
this year, and by charging
said estate with $41.66 for her
support she being in Lunn this
length of time during the year
1887, resulting in showing that the Est is
due her on account of this years
transaction including interest
down to January 1890 the sum
of $120.17,

Statement for the year 1888, shows
the charge of 150$ on account of rents
and giving credit for $58.33 for support-
ing said Rebecca 7 months this year
being from January 1887 to Aug. 14th
1888, the time of R. S. Orrs death not
counting the fraction of a month.

and with $13.50 ½ half the taxes for this year, and by charging said Estate with $41.66 on account of the support of said Rebecca after the death of said R. S. Orr, being about 5 mo. resulting in showing that the Estate is due her on account of this years transaction including interest on Jany 1st 1890 the sum of $126.91

And for the year 1889 a similar charge is made of $150.00 for the rent of the farm, although it is claimed that by actual contract of renting herewith filed marked "C.L." that only 325$ was the price agreed to be paid for this land and an adjoining tract purchased by said R. S. Orr from John B. Pennington, which is proven by the evidence of D. Lee Jessee to have a rental value of 50$ which would only leave the old farm worth 275$, but from a close inspection of the contract it is shown that in addition to the price of 325$ agreed to be paid, the renters bound themselves to furnish and sow so much clover and other grass seed - and to do several minor things extra, enough to at least make the old farm worth the 300$ per annum, corresponding with what it had been proven

(13) to be worth, by the preponderance of evidence on this point, and by giving credit for 25$ ½ the cost of building rock fence, which when put up in a proper manner is the nearest thing to a permanent improvement, of which your Comr can conceive, and with 10$ ½ the taxes for this year, and by charging said Estate with 100$ for the support of said Rebecca for this year, resulting in showing that said Estate is due her on account of this years transaction the sum of $215.00. as of January 1st 1890.

And as will be further seen the aggregate of these Seven years dealings amount to the sum of one Thousand and forty seven 00/100 Dollars as the amount in the opinion of your Commissioner the Estate of R. S. Orr is due said Rebecca on account of the agreement under which they acted, up to the 1st January 1890.

I am informed that there has been a mutual renting between the parties for the year 1890, upon terms satisfactorily I suppose to all parties, at the price of 300$ for the old farm.

The statement above refered

as "E. H." herein filed fully sets out and shows the charges and credits given as mentioned.

By Statement "D." herein filed it is shown that R. S. Orr and his Admr. had only paid out in the way of improvements, Taxes &c including interest down to Jany 1st 1890, the sum of $442.16, and that by statement "E. H." it is shown that his estate is due Rebecca as of said date the sum of $1047.11 on account of rents &c, and that the present value of one half of said farm is proven to be worth 3000$ it still follows that taking this view of the case that it will be to the interest of the heirs of R. S. Orr (because they are now two viz Perda & R. S. Orr in fact) not to rescind said Contract in toto. as to one half the Estate here in question.

It is proper here to state that it is also stipulated in the Deed from D. M. Orr and Rebecca Orr, that certain other amounts are to be paid by R. S. Orr two years after the death of said David M. and Rebecca ~~Admr~~ or the survivor of them, viz, 150$ to Wm. A. Orr, 150$ to Clarinda Wells wife of Morris Wells, 150$ to Mary Wells wife of Samuel Wells and 100$ to the heirs of Robert W. Wynn

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should the same ever be demanded, I merely call attention to this fact so that should your Honor desire to deal with the question as to who under the present condition of this cause should pay these charges that the same may not be overlooked.

The charges of support as against 1/2 the rents and 1/2 the permanent improvements, 1/2 the Taxes &c as is fully shown by Special statement "C. H." being the statement adopted by Your Comr. are the only charges properly chargeable to the moiety of Rebecca Orr in this land.

At the request of James H. Orr Atty for Plaintiff I have made and herewith file Statement marked "C." in which as will be seen the Estate of R. S. Orr is charged annually from and including the year 1883 to Jany 1st 1890, with 150$ ~~annually~~ as the rent of 1/2 the farm and the services of Rebecca Orr as a house keeper at $1.00 per week over and above her support for the time she styed with him, and and with her support when not supported by him given credit for 1/2 the amounts paid out by R. S. Orr in the way of permanent improvements Taxes and the 100$ mentioned in the deed showing the balances due hereach

(16) year, and allowing interest on said balances down to January 1st 1890, resulting in showing that the Estate is due her on January 1st 1890, on account of ½ the rents, and services actually rendered as shown over and above support and ~~after~~ support during the time she was absent in Tenn. after giving proper credits for all improvements Taxes &c, the sum of $1665.45.

This statement is upon the bases of Special Statement "C. H." heretofore fully explained except that it charges said Estate for services at the rate of $1.00 per week over and above the support for the time she was with R. S. Orr, and acted as his Housekeeper, The opinion of your Commissioner was, as she performed these services (as I have no doubt she did) on her own free will and accord without any contract (as proven or shown) with R. S. Orr, she would be bared from bringing in such a charge but, as to how this is, and whether or not this is a correct view, is respectfully submit to Your Honor.

Also at his request I have prepared and herewith present special Statement marked "O O." In which it will be seen the Estate of R. S. Orr is

Charged with 150$ as ½ the rents on account of Rebecca Arr's interest and also with the support of Rebecca Arr for the whole of the time as bearing on the moiety of David M. Arr, and for her services as house keeper for the time she actually kept house for R. S. Arr giving credit only for ½ the Taxes & permanent improvements &c as shown in Statement.

This statement is made upon the bases that said Rebecca was and is entitled to her support and maintenance from the proceeds of the moiety of the land deeded by her husband David M. Arr to R. S. Arr, and that such support is proven to be at the rates of 100$ per annum and that she has never been compensated therefor by said R. S. Arr nor those claiming under him, and also by charging said estate for the services she rendered said R. S. Arr as house keeper, which have been proven to be worth above her support the sum of $4.00 per week, after giving credit for ½ the payments made by R. S. Arr on Taxes &c &c &c, this statement shows that the estate is due Rebecca Arr on Jany 1st 1890, the sum of $2035.30.

Should your Honor adopt this

statement and continue to allow a charge against the moiety deeded by D. M. Orr to R. S. Orr for said Rebecca's support and maintenance, it is possible that it would be to the interest of the heirs of R. S. Orr to rescind the contract in toto. See statement, which fully explains itself. "O O.

Having at the request of counsel for Plaintiff made and filed special statements marked "O" and "O O." and thereby presenting Plaintiffs views in this cause, I consider it my duty without being asked specially to do so to present to Your Honor two other statements showing still other views of this complicated matter. Statement "N" shows the renting charged at 300$ annually from & including 1883 to Jany 1890, & gives ~~and~~ credit for the 100$ acknowledged paid in deed by R. S. Orr and full amount of taxes permanent improvements &c &c as ~~admitted~~ to have been paid by him and with supporting Rebecca Orr the time she was with him at the rate of 100$ per annum, resulting in showing that the entire net amount arising from the rents of said farm for the time it was occupied by R. S. Orr & those claiming under him was $1667.88, and that one half

thereof is $833.94.

This statement is made upon the basis that the land was owned in common between R. S. Orr on account of his deed from D. M. Orr and Rebecca Orr on account of her moiety therein subject to credits for Taxes &c and charges for Rebecca's support as proven for the time she actually stayed with R. S. Orr, not allowing any thing to her for work &c. and taking this view of the Case the Estate of R. S. Orr is due Rebecca $833.94, as of January 1st 1890.

Statement "E" herewith filed is a like statement except that it charges the rents with the support of said Rebecca credited, whether she was kept by R. S. Orr or not, assuming that such support would have been given, and was ready to have been done if required by said Rebecca, and by crediting the annual rents with her support as proven and all improvements Taxes &c resulting in showing, taking this view of the Case, that the farm yielded clear of these charges.

for the seven years the sum of $1218.81 one half of which is $609.40, which would be due Rebecca Arr from the Estate of R. S. Arr, as of Jany 1st 1890.

I was further asked by James M. Arr as is shown by his written request herein filed to present a statement showing the amount of personal estate of D. M. Arr's which went into the hands of R. S. Arr, and the amount due the widow Rebecca Arr on account of said personal estate,

In the absence of all proof except receipts & Deps of the two Wells bros bearing on this subject, it is impossible to make a statement with any accuracy; however I file herewith statement "J. W. O." which assumes to charge that R. S. Arr received personal Estate of D. M. Arr's to the amount of $394.50, but this is a mere assumption, and the only reason why it is done is that I have before me receipts signed by R. L. Wells & Marris N. Wells and an indefinite receipt signed by Wm. A. Arr filed in this cause by E. W. Pennington see envelop (Receipts) which shows that each of the Wells received $65.75 out of the personal property of D. M. Arr and now assuming this to be correct amount, and all they received or was due, it follows that R. S. Arr was

due this sum and Wm. A. Orr a like sum the widow Rebecca was in justice due one third of the whole or $131.50, but whether or not she ever received it your Comr. cannot state, hence the entire statement, as to her, is made up from supposition, and will be so taken.

And now having, as fully and completely performed the duties assigned, as my skill and ability permits, the prayer of your Comr is that he may hence be dismissed and discharged with his reasonable fees, and that he may never be called on to investigate and report on so complicated a case again.

Respectfully Submitted
J. A. G. Hyatt Comr.

Rebecca Orr

vs } Comrs Report

E. M. Pennington Adm

Filed March 20/1890.
J. A. G. Hyatt C

Comrs fee 40¢

This Indenture made the 2nd day of July 1866, between Robert N. Wynn and Mary, his wife, of the county of Lee and State of Virginia, of the first part and David M. Orr and Rebecca his wife, of the county and state aforesaid, of the second part, Witnesseth, that the said Robert N. Wynn and Mary, his wife, for and in consideration of the natural love and affection which they bear towards their son-in-law and daughter (the said David M. Orr and Rebecca, his wife) and for the further consideration of the sum of one dollar to the said Robert N. Wynn and Mary, his wife in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, the said Robert N. Wynn and Mary, his wife, doth give, grant, bargain, sell, and convey unto the said David M. Orr and Rebecca, his wife, a certain tract, parcel or boundary of land lying in the said County of Lee and in the Yokum Station, and on the North side of Wallens ridge and the waters of Powell's river and bounded as follows: Beginning at a large beech on the bank of Powell's river, corner to John P. Orr's land and thence down the river as it meanders to Mitchell Cecil's line, thence Southward with the said line to John Pennington's line, thence with the various courses and distances of said John Pennington's line, thence Southward to a deep sink hole

in the corner of said Pennington's field, on the north side of Waller's Ridge, thence up a large spur of said ridge to the top of the same, thence eastward along the top of said ridge to John P. Orr's corner, thence with the various courses and distances of said John P. Orr's line, down the ridge to the Beginning, supposed to contain 250 acres. Nevertheless be it understood, that the following provision is specially reserved in the deed unto the said Robert H. Wynn and Mary his wife, that is to say, they, the said Robert H. Wynn and Mary, his wife, are to have a decent and comfortable support from the proceeds of said lands during their life or the survivor of them. And the said David M. Orr and Rebecca, his wife, the parties of the second part, agree and undertake to provide for and maintain the said Robert H. Wynn and Mary, his wife, during their natural lives in a decent and comfortable style, that is to say, in the best manner their circumstances will allow and well suited to the age of the said Robert H. Wynn and Mary, his wife. And the said Robert H. Wynn and Mary, his wife, for themselves and their heirs, covenant do and with the said David M. Orr and Rebecca, his wife, that they will warrant generally the land hereby conveyed, free from the claims of all persons whomsoever.

In witness whereof, the said Robert W. Wynn and Mary, his wife, have hereunto subscribed their names and affixed their seals the day and date aforesaid. Robert W. his × mark Wynn (Seal)
Mary Wynn (Seal)

United States
R. W. W.
July 2nd 1866
Commonwealth of Virginia

Lee County Court, Clerk's Office, the 2nd day of July 1866. This Indenture of Bargain and sale for land between Robert W. Wynn and Mary, his wife, of the one part, and David M. Orr and Rebecca, his wife, of the other part, was this day acknowledged before me by the said Robert W. Wynn and Mary, his wife (she, the said Mary Wynn being examined by me privily, separate and apart from her husband and after having the deed fully explained to her, declares that she had willingly executed the same and does not wish to retract it) and the said deed, being duly stamped, is admitted to record

Teste - William S. Saul D.C.
For Henry J. Morgan, Clerk.

A copy from the Record
Teste - John R. Gibson, Clerk.

(2) 5 (21)

David M. Orr & wife

From } Copy of Deed

Robert W. Wynn & wife

Dated Deed:- July 2nd 1866 - recorded in Deed Book No. 15 page 365.

"A"

Clerk's Fee: 75 cts.

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(22)

Robert S. Orr

From } Copy of Deed
David M. Orr + wife

Date of Deed: April 7th 1883 - recorded in Deed Book No. 20 page 219.

"B"

Clerk's fee: $1.00

This Deed made this, 7th day of April in the year one Thousand eight hundred and eighty three between David M. Orr and Rebecca, his wife, of the county of Lee and State of Virginia, of the one part, and Robert S. Orr, of the County and State aforesaid, of the other part, Witnesseth, that for and in consideration of the love and affection which the said David M. Orr and Rebecca, his wife, have and bear to their son, the said Robert S. Orr and in consideration of the sum of one hundred dollars paid by the said Robert S. Orr to the heirs of Robert N. Wynn deceased for the said David M. Orr and Rebecca, his wife, as well as for the further consideration hereinafter to be mentioned, the said David M. Orr and Rebecca, his wife, have this day given, granted, bargained and sold, and by these presents doth convey to the said Robert S. Orr, all that certain piece, parcel and tract of land situated, lying and being in Lee County in the State of Virginia, containing by estimation two hundred and fifty acres, be the same more or less, and bounded as follows, to-wit:- Beginning on a large beech, on the bank of Powell's River, corner to John P. Orr's land, thence down the river with its several meanders to

Mitchel Cecil's line, thence southward with said Cecil's line to line of Marion land, and with a line of the same to John B. Pennington's line, thence with said Pennington's lines to the lines of John P. Orr's land and with his lines to the Beginning, be the same tract of land conveyed to the said David M. Orr and Rebecca, his wife, by Robert Wynn and wife by deed bearing date on the 2nd day of July 1886, which deed is of record in the Clerk's Office of Lee County and to which reference is here made. To have and to hold said tract, piece or parcel of land to him, the said Robert S. Orr and his heirs forever, subject to the following conditions and limitations, that is to say, the said Robert S. Orr shall furnish to the said David M. Orr, and Rebecca, his wife, during their lives or the life of either of them, a good, suitable and comfortable support and maintainance, such maintenance as is suitable to the wants, necessities and conditions in life, which support and maintenance shall be furnished on the premises hereby conveyed. And in further consideration that the said Robert S. Orr shall pay to William A. Orr, the sum of one hundred & fifty dollars, to Clamanda Wells, wife of Morris Wells, the sum of one hundred & fifty dollars, and to Mary Wells, wife of Samuel Wells, the sum of one hundred & fifty dollars, which sums are

to become due and payable two years from the death of the said David M. Orr and Rebecca, his wife or the survivor of them; and then said sums are not to bear interest after said two years shall have elapsed until demand of payment is made by the said parties in person or their legal representatives or heirs; and in further consideration that the said Robert S. Orr shall pay whenever demanded the sum of one hundred dollars still due from the said David M. Orr & wife to the heirs of Robert W. Wynn deceased, and it is further stipulated, that the said Robert S. Orr shall not sell said tract of land nor shall it be sold for any debt or liability contracted or incurred by the said Robert S. Orr, during the life of the said David M. Orr and Rebecca, his wife, or the survivor of them, without their full and free consent. And it is further provided, that the sums herein directed to be paid by the said Robert S. Orr shall constitute a lien upon the land hereby conveyed until they and each of them are fully paid. And the said David M. Orr and Rebecca, his wife, covenant to and with the said Robert S. Orr, that they warrant generally the land conveyed, subject however, to the conditions, limitations and stipulations herein contained. Witness, the following signatures and seal this, the day and date first above written

D. M. Orr (seal)
Rebecca Orr (seal)

(4)

Virginia, Lee County, to-wit:- This to certify that David M. Orr, whose name is signed to the foregoing deed, bearing date on the 7th day of April 1883, this day personally appeared before me, John B. Pennington, a Justice of the said County, in my county aforesaid, and acknowledged the same to be his act and deed. Given under my hand, this, 7th day of April 1883.

J. B. Pennington, J.P.

Virginia, Lee County, to-wit: We, John B. Pennington and W. R. Yeary, two Justices of the Peace in and for the county and state aforesaid, do certify, that Rebecca Orr, wife of David M. Orr, whose names are signed to the foregoing deed, bearing date on the 7th day of April 1883, personally appeared before us in our county and, being examined by us privily and apart from her said husband and having said deed read and fully explained to her, acknowledged that she had willingly executed the same and does not wish to retract it. Given under our hands this, 20th, day of April 1883.

W. R. Yeary J. P.

J. B. Pennington J.P.

Virginia, Lee County Court Clerk's Office, the 1st day of May 1883. The foregoing deed, bearing date April 7th 1883, between D. M. Orr and Rebecca, his wife, of the first part, and Robert S. Orr, of the second part, all of Lee county Va. was this day admitted to record upon the certifactes of John B. Pennington & W. R. Yeary two Justices of the Peace for Lee County, Va.

Teste - John R. Gibson, Clerk.

A copy from the Record

Teste - John R. Gibson, Clk

Statement showing the annual rental value of the farm from May 7th 1883, to January 1st 1890, giving credit for permanent improvements, support of Rebecca Orr and Taxes paid each year. &c

1883	To this sum rent of farm for year 1883	$300 00		
	By " " acknowledged to have been paid in deed	100.00		
		200 00		
	" " " Taxes for year 1883	17 00		
		183.00		
	" " " Extra for cutting bushes first year	30 00		
		153.00		
	" " " Support of Rebecca Orr	100 00		
		53.00		
	To " " Int on bal to Jany 1st 1890.	19 08	$72.08	
1884	To " " rents for year 1884	300 00		
	By " " Taxes for year 1884	17 00		
		283.00		
	" " " Support of Rebecca Orr	100 00		
		183 00		
	To " " Int. on bal to Jany 1st 1890.	54.90	237.90	
1885	" " " Rents for year 1885	300.00		
	By " " Taxes for year 1885	18 00		
		282.00		
	" " " Support of Rebecca Orr	100 00		
		182 00		
	To " " Int to Jany 1st 1890	43.68	225.68	
1886	" " " Rents for year 1886	300.00		
	By " " Taxes " " "	20 00		
		280 00		
	" " " Support of Rebecca Orr	100.00		
		180 00		
	To " " Int on bal. to Jany 1st 1890	32 40	212.40	
1887	" " " Rents for year 1887	300 00		
	By " " Taxes " " "	27 00		
		273 00		
	" " " For barn shed	25 00		
		248.00		
	" " " " Fencing Dick B	7 40		
		240 60		
	" " " Supporting Rebecca Orr	100 00		
		140.60		
	To " " Int to Jany 1st 1890	16 80	157 40	
	Amount Forwarded			$905.46

	Amount brought over			$905.46
1888	To this sum rents for year 1888.	$300.00		
	By " " Taxes " " "	27.00		
		$273.00		
	" " " Support of Rebecca Orr	100.00		
		173.00		
	To " " Interest thereon to June 1890	10.38		183.38
1889.	To " " Rents for year 1889.	300.00		
	By " " Taxes for " "	20.03		
		279.97		
	" " " paid for Rock fence	50.00		
		229.97		
	" " " Support of Rebecca Orr	100.00		129.97
	Total	2 ÷		$1218.81
	This sum one half thereof			$609.40

"D."

Statement

Statement showing the standing of Rebecca Orr, with the Estate of R. S. Orr, on account of the Land contract which meets the view of the Commissioner on the 1st day of January 1890.

1883	To this sum 1/2 Rents for Year 1883	$150.	00		
	By " " 1/2 Sum paid see deed	50.	00		
		100.	00		
	" " " 1/2 Extra for cutting bases	15	00		
		85.	00		
	" " " 1/2 Taxes for Year 1883	8	50		
		76.	50		
	" " " 9 Mo Supporting Rebecca	75.	00		
		1.	50		
	To " " Int, on bal to Jany 1st 1890		54	2.	04
1884	To " " 1/2 Rents for Year 1884	150.	00		
	By " " 6 Mo Supporting Rebecca	50.	00		
		100.	00		
	" " " 1/2 Taxes for Year...	8.	50		
		91.	50		
(In Senn 6 Mo)	To " " 6 Mo. Support (She being in Senn)	50.	00		
		141.	50		
	" " " Int, on bal to Jany 1st 1890	42.	45	183.	95
1885	To " " 1/2 Rents for year 1885	150.	00		
	By " " 6 Mo. Supporting Rebecca	50.	00		
		100.	00		
	" " " 1/2 Taxes for 1885.	9.	00		
		91.	00		
(In Senn 6 Mo)	To " " 6 Mo Support (She being in Senn)	50.	00		
		141.	00		
	" " " Int on bal to Jany 1st 1890	33	84	174.	84
1886	To " " 1/2 Rents for Year 1886	150	00		
	By " " 3 Mo Supporting Rebecca	25	00		
		125.	00		
	" " " 1/2 Taxes for Year	10.	00		
		115	00		
(In Senn 9 Mo)	To " " 9 Mo Support (She being in Senn)	75.	00		
		190	00		
	" " " Int on bal to Jany. 1st 1890	34	20	224.	20
	Amount forwarded			$585.	03

	To this sum debits brought over			$585.03
1887	" " " ½ Rents for year 1887	$150.00		
	By " " ½ Taxes " " "	13.50		
		136.50		
	" " " ½ Cost of barn sheds	12.50		
		124.00		
	" " " 7 mo supporting Rebecca	58.33		
		65.67		
(In Term 5 mo)	To " " 5 mo support (she being in Term)	41.66		
		107.33		
	" " " Put on bal to Jany 1st 1890	12.84		120.17
1888	To " " ½ Rents for year 1888	150.00		
	By " " 7 mo. supporting Rebecca	58.33		
		91.67		
	" " " ½ Taxes for 1888	13.50		
		78.17		
	To. " " 5 mo. support this year after R.B. (or died)	41.66		
		119.83		
	" " " Put on bal to Jany 1st 1890	7.18		126.91
1889	To " " ½ Rents for 1889.	150.00		
	By " " ½ Rock fence	25.00		
		125.00		
	" " " ½ Taxes for year	10.00		
		115.00		
	To " " this years support	100.00		215.00
	Total - - -			$1047.11

"C. D."
Special Statement.

$1047.11

Special Statement showing the Standing of Rebecca Orr, with the Estate of R. S. Orr, deed, giving credit for ½ of all expences and allowing her charge for services over and above her support, up to Jany 1st 1890.

1883	To this sum ½ Rents for 1883.	$150.00		
	By " " ½ sum paid (see Deed)	50 00		
		100 00		
	" " " ½ Cost cutting bushes	15.00		
		85 00		
	" " " ½ Taxes for year 1883	8 50		
		76.50		
	To " " 9 Mo. Services house keeping	39.00		
		115.50		
	" " " Dut on bal to Jany 1st 1890	41 58	157.08	
1884	To this sum ½ Rents for 1884	150 00		
	By " " ½ Taxes " "	8 50		
		141.50		
	To " " 6 Mo. Services rendered	26.00		
	" " " 6 Support (she being in Sum)	50.00		
		217.50		
	" " " Dut on bal to Jany 1st 1890	65.25	282.75	
1885	To this sum ½ Rents for year	150.00		
	By " " ½ Taxes " " 1885	9.00		
		141.00		
	To " " 6 Mo Support - -	50.00		
	" " " 6 Mo services rendered	26 00		
		217.00		
	" " " Dut on bal to Jany 1st 1890	52.08	269.08	
1886	To this sum ½ Rents for 1886	150 00		
	By " " ½ Taxes " "	10 00		
		140.00		
	To " " 9 Mo Support (Sum)	75 00		
	" " " 3 Mo Services	17 33		
		232.33		
	" " " Dut to Jany 1st 1890	51.79	284.12	
	Amt. forwarded - -			$993.03

	To this sum amount debits brought over			$993.03
1887	To " " 1/2 Rent for 1887.	150.00		
	By " " 1/2 Taxes " "	13.50		
		136.50		
	" " " 1/2 Cost barn Shed	12.50		
		124.00		
	To " " 7 Mo. Services	30.33		
	" " " 5 Mo. Support (Zum)	41.66		
		195.99		
	" " " Dut to Jany 1st 1890	23.57	219.51	
1888	To this sum 1/2 Rents for year 1888	150.00		
	By " " 1/2 Taxes " " "	13.50		
		136.50		
	To " " 7 Mo Services rendered	58.33		
	" " " 5 Mo. Support due	41.66		
		236.49		
	" " " Dut on bal to Jany 1st 1890	14.18	250.67	
1889	To this sum 1/2 Rents for year 1889.	137.50		
	By " " 1/2 Rock fence	25.00		
		112.25		
	" " " 1/2 Taxes for year	10.01		
		102.24		
	To " " Years support	100.00	202.24	
	Total Jany 1st 1890.			$1665.45

Special Statement

$1665.45

P

Statement showing the amount of money paid out under the contract for the land in controversy by R. S. Orr.

1883 (1)	This sum paid as acknowledged in deed	$100.	00
May 7	Interest from Jany 1st 1883 - to Jany 1st 1890	42.	00
(2)	" Sum paid Taxes for 1883.	17.	00
	Int. from Dec. 1883 - - -	6.	12
(3)	" " " Extra for cutting bushes	30.	00
	Int from Jany 1st 1884.	10	80
1884. (4)	This sum paid Taxes for year 1884.	17.	00
	Int from Dec 1st 1884	5	10
1885 (5)	" " " Taxes for year 1885	18.	00
	" " " Int from Dec 1st 1885	4	32
1886 (6)	" " " Taxes for year 1886	20.	00
	Int from Dec 1st 1886	3	60
1887 (7)	" " " Taxes for Year 1887	27.	00
	Int from Dec 1st 1887	3	24
(8)	" " " Barn Shed Fall 1886.	25.	00
	Int from Jany 1st 1887.	4	50
(9)	" " " Dick Barrow for fencing & hauling Rails	7.	40
	Int. from Jany 1st 1887 -	1.	33
1888 (10)	" " " Taxes for year 1888	27.	00
	Int from Dec. 1st 1888.	1	62
	Paid by E. W. Pennington his Admr.		
1889 (11)	This sum paid Taxes for 1889	20	03
	Int from Dec 1st 1889.		10
(12)	" " paid for Rock fence	50.	00
	" " Int from Sept 1st 1889.	1	00
	Total & Int to Jany 1st 1890.	$442.	16

"P"

Statement

$442.16

Paid out,

Statement showing the annual rental value of the farm from May 7th 1883, to Jany 1st 1890, giving credit for Taxes &c actually paid out and for supporting Rebecca Orr the time she was with R. S. Orr.

1883	To this sum Rents for Year 1883.	$300 00		
	By " " acknowledged paid in Deed	100.00		
		200.00		
	" " " Taxes for Year 1883.	17 00		
		183 00		
	" " " Extra for cutting bushes first year	30 00		
		153 00		
	" " " Support of Rebecca Year	100 00		
		53 00		
	To " " Int. thereon to Jany. 1st 1890	19.08	$72.08	
1884	To " " Rents for year 1884	$300.00		
	By " " Taxes " " "	17 00		
		283.00		
(In Term 1/2 year)	" " " half years supporting Rebecca Orr	50.00		
		233.00		
	To " " Int on bal to Jany. 1st 1890	69.90	302.90	
1885	To " " Rents for year 1885	$300 00		
	By " " Taxes " " "	18 00		
		282.00		
(In Term 6 mo)	" " " half years supporting Rebecca.	50 00		
		232 00		
	To " " Int on bal to Jany 1st 1890	55 68	287 68	
1886	To " " Rents for year 1886	300 00		
	By " " Taxes " " "	20 00		
		280 00		
(In Term 8 mo.)	" " " 4 mo supporting Rebecca Orr	33.33		
		246 67		
	To " " Int on bal to Jany 1st 1890	44 40	291.07	
1887	To " " Rents for 1887	300 00		
	By " " Taxes " "	27 00		
		273 00		
	" " " paid for barn shed	25.00		
		248 00		
	" " " " Dick B. for fencing	7 40		
		240 60		
(In Term 4 mo)	" " " 8 mo supporting Rebecca Orr	66 66		
		173 94		
	To " " Int on bal to Jany 1st 1890	20 86	194 80	
	amt forwarded		$1148.53	

	To this sum amt debits brought forward			$1148.53
1888	" " " Rents for Year 1888	300.	00	
	By " " Taxes " " "	27.	00	
		273.	00	
	To " " Int thereon to Jany 1st 1890	16	38	289.38
1889.	To " " Rents for year 1889	300.	00	
	By " " Taxes " " "	20.	03	
		279.	97	
	" " " paid " Rock fence	50	00	
		229.	97	
	To. " " bal due Jany 1st 1890			229.97
	Total - - - -	2 ÷		$1667.88
	This sum One half thereof			$833.94

Statement

Total $1667.88
Half 833.94

No. 1

Rebecca Orr
vs
Wm. Pennington admr et al } In chan.

Statement made by defts. counsel, showing as they contend the proper account existing between said Pltff. and estate of R. S. Orr.

1884					
Oct. 31	To 1/2 rents for year ending Oct. 31/84	137	50		
	By 1/2 of amt acknowledged to have been paid in advance	50	00		
	" 1/2 Taxes for year 1883	87	50		
	" 1/2 " " " 1884	8	50		
	" 1/2 extra Brush cutting	79	00		
	" support of Mrs. Orr 1 yr	8	50		
	Int. on $44.50 1 year	15	00		
	Bal. due estate this year	55	50		
		100	00		
		44	50		
		2	67		
		47	17		
1885 Oct. 31	To 1/2 rents for year ending Oct. 31/85	137	50		
	By amt. per contra	47	17		
	" 1/2 Taxes for year 1885	90	23		
	" Support of Mrs. Orr 1 yr	9	00		
	Int. on $18.77 1 yr	81	23		
	Bal. due est. this year	100	00		
		18	77		
		1	13		
		19	90		
1886 Oct. 31	To 1/2 rents for year ending Oct. 31/86	137	50		
	By amt. per contra	19	90		
	" 1/2 taxes for year 1886	117	60		
	" Support of Mrs. Orr 1 year	16	00		
	To Int. on Bal. to Jan 1st 1890	107	60		
		100	00		
		7	60		
		1	42	9	02
1887 Oct. 31	To 1/2 rents for year ending Oct. 31/87	137	50		
	By 1/2 taxes for year 1887	13	50		
	" 1/2 amt. for barn shed	124	00		
		12	50		
	Amts. carried over	111	50	9	02

	Acct- brot over	111	50	9	02
	By ½ Fencing by Dick Barnes	3	70		
		107	80		
	" Support of mrs. ov 1 year	100	00		
		7	80		
	To Int on bal to Jan 1st 1890	1	00	8	80
1888 Oct- 31	To ½ rents for year ending Oct 31/88	137	50		
	By ½ Taxes for year 1888	13	50		
		124	00		
	" Support of mrs ov to Aug 15/88=9½ mos	79	16		
		44	84		
	To Int- on Bal- to Jan- 1st 1890	3	17	48	01
1889 Oct- 31	To ½ ~~Rents~~ for year ending Oct 31/89	137	50		
	By ½ Taxes for year 1889	10	01		
		127	49		
	" ½ amt- for rock fence	25	00		
		102	49		
	To Int on Bal to Jan- 1st 1890	1	02		
	" ½ rent to Jan 1st 1890- 2 mos	27	91	126	42
	Bal- due Plaintiff Jan- 1st 1890			$1922	5
	Of said sum $6.61 is accumulated interest-				
	To said sum add support of mrs ov- from Aug 15/88 to Jan 1st 1890			137	50
	Total due Mrs- Ov to Jan 1st 1890			$3297	5

R. C

No. 2

Orr Pltff
vs
Pennington admr & et al } In Chancery

Statement made by counsel of defts. showing how estate of R. S. Orr owned & stood with Pltff. if she was chargeable with only ½ of her support.

1884 Oct. 31	To ½ rents for year ending Oct. 31/84	137	50		
	By ½ amt. paid by R. S. Orr for Pltff. sec. dt.	50	00		
	" ½ taxes for years 1883 & 1884	87	50		
	" ½ bush cutting	17	00		
	" ½ support of Mrs. Orr 1 year	70	50		
	To Int. on Bal. to Jan 1st 1890	15	00		
		55	50		
		50	00		
		5	50		
		1	70	7	20
1885 Oct. 31	To ½ rents for year ending Oct. 31/85	137	50		
	By ½ taxes for year 1885	9	00		
	" ½ support of Mrs. Orr for 1 year	128	50		
	To Int. on Bal. to Jan 1st 1890	50	00		
		78	50		
		19	62	98	12
1886 Oct. 31	To ½ rents for year ending Oct. 31/86	137	50		
	By ½ taxes for year 1886	10	00		
	" ½ support of Mrs. Orr 1 yr	127	50		
	To Int. on Bal. to Jan 1st 1890	50	00		
		77	50		
		14	72	92	22
1887 Oct. 31	To ½ rents ending Oct. 31/87	137	50		
	By ½ taxes for year 1887	13	50		
	" ½ support of Mrs. Orr 1 year	124	00		
	" ½ amt. for barn shed	50	00		
	" ½ " amt. Fencing by Dick Barron	74	00		
	To Int. on Bal. to Jan 1st 1890	12	50		
		61	50		
		3	70		
		57	80		
		7	49	65	29
	Amt. carried over			262	83

	amt. brot. over			262	83
1888 Oct. 31	To 1/2 rents for year ending oct. 31/88	137	50		
	By 1/2 taxes for year 1888	13	50		
		124	00		
	" 1/2 support of mrs. Orr to aug. 15/88 - 9 1/2 mos	39	58		
		84	42		
	To 1/2 support of mrs. Orr from aug 15/88 - 2 1/2 mos.	10	42		
		74	84		
	" Int on Bal. to Jan 1st 1890	6	76	101	60
1889 Oct. 31	To 1/2 rents for year ending oct. 31/89	137	50		
	By 1/2 taxes for year 1889	10	01		
		127	49		
	" 1/2 amt. of rack fence	25	00		
		102	49		
	To 1/2 support of mrs. Orr 1/2	50	00		
		152	49		
	" Int on Bal to Jan 1st 1890	1	57		
	" 1/2 rent from oct 31st/89 to Jan. 1st 90. 2 mon.	22	90	176	90
	Total due plaintiff. Of this			$541	33
	sum $ 57.90 is accumulated int.				

P. a

No. 3.

Orr Reff-
vs
Pennington admrx et al } In Chancery

Statement showing the amount of money paid out and expended under the deed for the land in controversy, by R. S. Orr & his admr.

1883	This sum paid as acknowledged in deed	100	00
	Int. on same from Jan. 1st 1883 to Jan. 1st 90	42	00
	" sum paid for taxes for year 1883	17	00
	Int. from Dec. 1st 1883 to Jan. 1/90	6	12
	" sum for extra bush cutting	30	00
	Int. thereon Jan 1st 1884	10	80
	" sum for support of mrs. Orr from April 7/83	181	94
	" " for Int. from Jan. 1st 1884 to Jan 1/90	29	46
1884	This sum paid for taxes for year 1884	17	00
	" " Int. on same from Dec 1st/84 to Jan. 1/90	5	10
	" " for support of mrs. Orr 1 yr.	100	00
	" " Int. from Jan. 1st 85 to Jan 1st 90	30	00
1885	" " taxes for taxes for year 1885	18	00
	" " Int. from Jan 1st 86 to Jan. 1st 1890	4	32
	" " for support of mrs. Orr	100	00
	" " Int from Jan 1st 186 to Jan 1st/90	24	00
1886	" " Taxes for year 1886	20	00
	" " Int. from Jan 1st 1887 to Jan 1st 90	3	60
	" " for support of mrs. Orr	100	00
	" " Int. on same from Jan 1st 87 to Jan 1/90	18	00
1887	" " taxes for year 1887	27	00
	" " Int. from Jan 1st 188 to Jan 1/90	3	24
	" " Barn Shed	25	00
	" " Int. on same from Jan 1st 88 to Jan 1st/90	3	00
	amt. carried forward.	715	58

	amt brot over	715	58
	This sum for fencing by Dick Bauan	7	40
	" " Int from Jan 1st 88 to Jan 1st 90		88
	" " Support of Mrs Orr 1 yr	100	00
	" " Int on same from Jan 1st 88 to Jan 1/90	12	00
1888	" " Taxes for 1888	27	00
	" " Int on same from Jan 1st 1889 to Jan 1/90	1	62
	" " Support of Mrs Orr to aug 15/88 = 8½ mos	62	50
	" " Int on same to from aug 15/88 to Jan 1/90	5	15
1889	" " Taxes for year 1889	20	03
	" " Rock fence	50	00
	" " Int on same from aug 1st/89 to Jan/90	1	00
	Total & Int to Jan 1/90 -	903	16
	To supporting J. M. Orr from april 7/88 to may 7/89	25	00
	" Int on same from may 7/89 to Jan 1/90	9	90
		$938	06

D.
8

Special statement showing the amount the estate of R. S. Orr is due Rebecca Orr on account of rents, support &c from April 7th 1883 to January 1st 1890.

1883	To this sum ½ Rents for year 1883	$150.00		
	By " " ½ acknowledged in Deed	50.00		
		100.00		
	" " " ½ Taxes for year 1883	8.50		
		91.50		
	To " " 9 Mo. Services as House Keeper	39.00		
	" " " 9 Mo. Support. . . .	75.00		
		205.50		
	" " " Int on bal to Jany. 1st 1890	73.98	$279.48	
1884	To " " ½ Rents for year 1884	150.00		
	By " " ½ Taxes " " "	8.50		
		141.50		
(In Lieu 6 Mo)	To " " 6 Mo. House Keeping. .	26.00		
	" " " One Years support	100.00		
		267.50		
	" " " Int on bal. to Jany 1st 1890.	80.25	347.75	
1885	To " " ½ Rents for 1885.	150.00		
	By " " ½ Taxes " "	9.00		
		141.00		
(In Lieu 6 Mo)	To " " 6 Mo Services Keeping House	26.00		
	" " " One Years support	100.00		
		267.00		
	" " " Int on bal to Jany 1st 1890	64.08	331.08	
1886	To " " ½ Rents for Year 1886	150.00		
	By " " ½ Taxes " " "	10.00		
		140.00		
(In Lieu 9 Mo.)	To " " 3 Mo services House Keeping	13.00		
	" " " One Years support. . .	100.00		
		253.00		
	" " " Int. on bal to Jany 1st 1890	45.54	298.54	
	Amounts forwarded. . . .		$1256.85	

	To this amount debits brought over			$1256.85
1887	To " " ½ Rents for year 1887.	150 00		
	By " " ½ Taxes " " "	13 50		
		136.50		
	" " " ½ cost of barn shed	12 50		
		124.00		
	" " " ½ paid Dick Barrows	3 70		
		120.30		
(Before R.S.O. ded)	To " " 7 mo. Services House Keeper	30 33		
	" " " One Years support	100 00		
		250.63		
	" " " Int. on bal to Jany. 1st 1890	30 00	280.63	
1888	To " " ½ Rents for year 1888.	150 00		
	By " " ½ Taxes " " "	13 50		
		136.50		
	To " " One Years support	100.00		
	To " " 7 mo. Services Keeping house	30.33		
		266 83		
	" " " Int. on bal to Jany. 1st 1890	15 99	282 82	
1889	To " " ½ Rents for year 1889,	150.00		
	By " " ½ Rock fences "	25 00		
		125.00		
	" " " ½ Taxes for year "	10 00		
		115 00		
	To " " One Years support	100 00	215.00	
	Total on account of Real Est			$2035.30

"Q."

Special Statement

$2035.30

Statement in reference to the personal estate which was taken charge of by R. S. Orr as belonging to David M. Orr at the time of his death.

1883					
Aug. 14	To this sum supposed to have been received by R. S. Orr of person al Este of D. M. Orr deed			$394.	50
	By this sum retained as their	$65.	75		
See Receipts	" " " pd Marris Wells wife	65.	75		
See Receipts	" " " " Samuel Wells wife	65.	75		
	" " " Supposed to have Wm. A. Orr been paid	65.	75		
	" " " ~~amts paid~~ due widow	131.	50	$394	50

Supposed amount going to the widow which if true and has not been paid is yet due her. $131. 50

Defts exept to this Statement for the following reasons:

1st Because D. M. Orr conveyed said lands to R. S. Orr with covenants of general warranty, and R. S. Orr ~~on~~ his estate would have the right to retain any funds of D. M. Orr

estate that he might have in his hands to the extent of the value of the land he lost.

2nd Because the widow Mrs. Orr is barred by the statute of limitations from recovering anything out the personal funds of D. M. Orr, the said W. B. Orr never qualified as the personal representative of D. M. Orr

3rd Because the matter of personal estate is not raised in the pleading or contemplated by said decree

Pridemore & others for Deft

J. M. O

Statement

Personal property

Rebecca Orr
vs
E.H. Pennington adm. &c et als } In Chancery.

Know all men that the undersigned parties interested in the above styled cause now pending in the Circuit Court for Lee County, Va. by our own proper signatures and by our attorneys do hereby mutually agree with one another that J.E. Stobbs and D.S. Litton fix and determine a fair cash value upon the farm deeded to R.S. Orr, on the 7th day of April, 1883 by D.M. & Rebecca Orr. It is agreed that said value be fixed, both as of the 14th day of August, 1888, and as of the 7th day of May, 1883. And when they shall have so agreed upon the said value of said farm at said two dates, they shall put the same in writing and sign their names thereto, which when so done shall by them be delivered to the Clerk of said court to be filed in the papers of said cause, which valuation of said farm determined as aforesaid, transmitted and filed as aforesaid is hereby agreed to be conclusive evidence as to those two points in so far as the same may be necessary in determining the proper amount to be allowed the said Rebecca Orr out of the estate of the said R.S. Orr, decd. for her support and maintenance, and it is further agreed among and between the undersigned parties that if the said Stobbs and Litton shall be unable to agree upon the matters above referred to them that they may agree

upon and call in a third man, who shall be unrelated to either or any of ~~said~~ the parties undersigned, and then the three to determine the value of said farm as aforesaid for the purposes aforesaid and in like manner as aforesaid, and any two of said parties agreeing upon the points as aforesaid shall be sufficient to conclude all parties herein interested from disputing the value upon said farm fixed and reported as aforesaid by them and for the purposes aforesaid

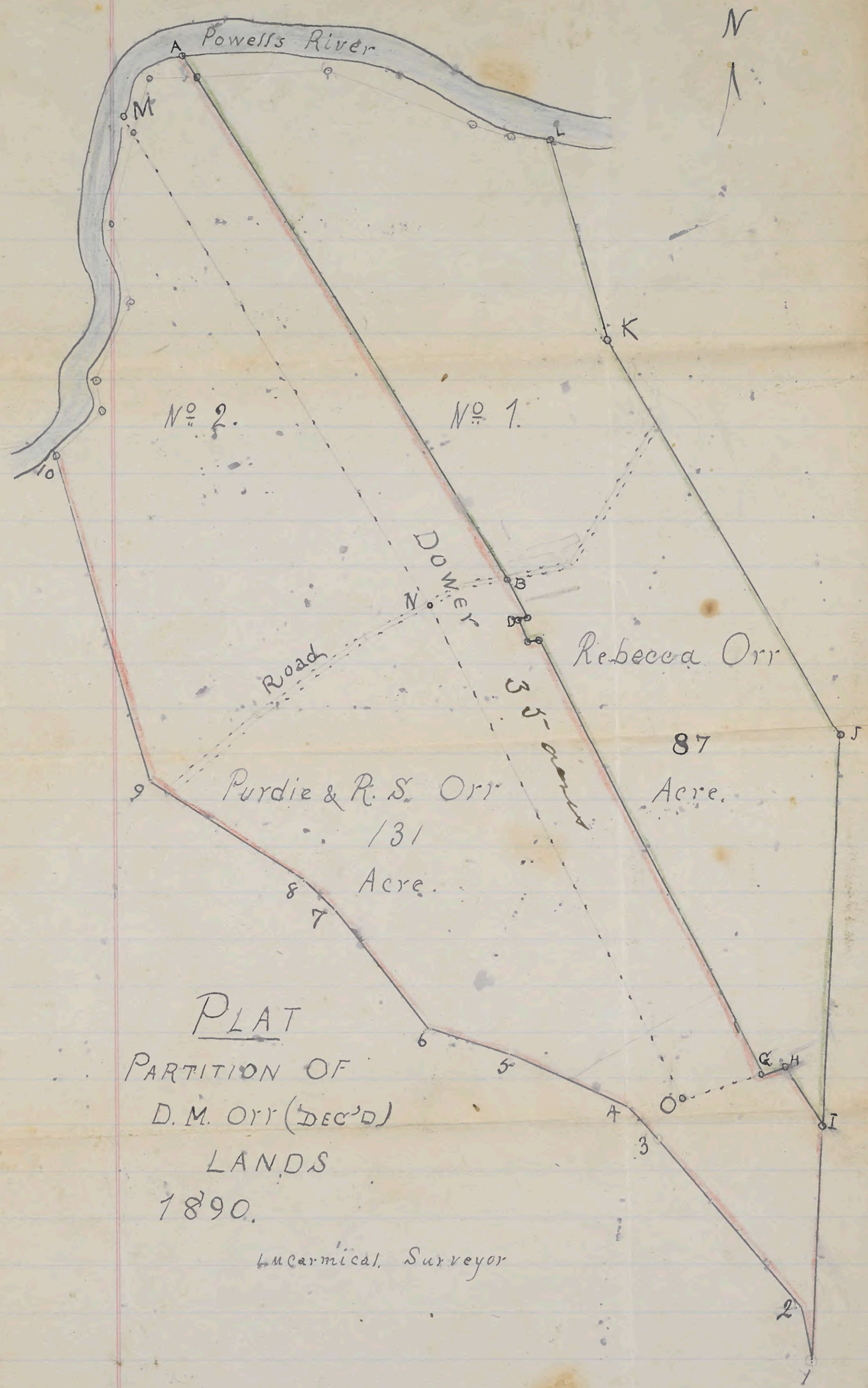
Witness our hands this the 27th day of Feb. 1889.

E. H. Pennington admr.
Lizzie B. Orr.
Rebecca Orr by
James W. Orr her Commc.

Feb the 28th 1889
We the undersigned have gone upon the land and have agreed upon the valuation of the same We consider the land to be Worth May the 7th 1883 Fifty five hundred Dollars and August the 14th 1888 Six thousand Dollars

J. E. Hobbs
D. S. Litton

Rebecca Orr
vs
E. H. Pennington admr
Petition
Filed March 4 1889.
J. A. Hyatt C.C.



PLAT
PARTITION OF
D. M. ORR (DEC'D)
LANDS
1890.

L. McCarmical, Surveyor

$$\begin{array}{r} 91 \\ 115 \\ \hline 206 \end{array}$$

16

697
261
348
697
20.03

128.03
18
114.03
73.03

8.30
06
0
45.0
7
3.15
2.70
2.70
2.40
2.43
1.62
60
18.60
73.03
88.63

9
6
54
5
270

1880
1883
7
60
4
2.40

121
12
27
6
162
81
3

24 25 26 27 28 29 30 31 32

45

10 9 8 7 6 5 4 3 2 1

1400
84
7 | 1316
188

4 | 190
47.50

50.06
4.29
54.35
9.83
44.52
5.43
39.09
45
84.00
11
73

39.00
13.00
26
34
60

Rebecca Orr
vs
E. H. Pennington admr et al

} In chancery

Statement showing the Taxes paid by R. S. Orr & his personal representatives on the land in said suit mentioned from 1883 & 1889 inclusive, as shown by land books.

1883 Dec. 1	Taxes for 1883	17	00
1884 Dec. 1	" for 1884	17	00
1885 Dec. 1	" " 1885	18	00
1886 Dec. 1	" " 1886	20	00
1887 Dec. 1	" " 1887	27	00
1888 Dec. 1	" " 1888	27	00
1889 Dec. 1	" " 1889	20	03
		146	03

Dr
vs
Pennington

Memo of
Papers
1883. 1889 Inclusive

Rebecca Orr — Pl'ff } In chy.
against — Defts }
E. W. Pennington & als

The plaintiff claims that R. S. Orr was bound to support & maintain her under and by virtue of his contract with D. M. Orr, and that for such time as she was in Penn, and he did not so support her, and from the time of his death, Aug. 14th 1888, to the present time, his estate is due her under said contract, such sum for support & maintainance as the said support & maintainance has been proven to be worth in the depos. taken. That said R. S. Orr's estate is also due the pl'ff what her services as house-keeper &c were worth to him (not including the time she was in Penn) and which have been proven to be at least $1.00 per week over and above support & maintainance, ~~[illegible]~~ support being 100 $, making ~~same~~ $152.00 per annum; That the evidence shows that D. M. Orr supported himself the last month of his life and left provisions &c enough for the year, for the family. That the rent of the farm has been proven to be, at least, $300 per annum, exclusive the year 1889, being the amt actually realized for this year, subject to C's for rock fence; that no permanent improvements should be credited, except shed to stable, the cutting of bushes, repairing of fencing &c being such repairs, only, as are necessarily done

in the course of good husbandry, And the clearing of the new ground by lease was without costs to R. S. Orr, and therefore no credit should be given for it as a permanent improvement, it could only increase the rents, and the rents have been proven to have been worth $300 - before, and to have amounted to that much since, it was cleared.

The Comr. will please present these views, and will also present a statement showing the amount of personal estate of D. M. Orr's that went into the hands of R. S. Orr, and the amount due the Pltff, as widow, on account of said personal estate. This will come under the last clause of the decree which requires anything deemed pertinent or specially requested to be reported.

James W Orr, for Pltff.

Released Orr.

vs } Claims of Pltff.

E. M. Pennington & Johnson & als.

To J. A. G. Hyatt Comr. in the Chancery cause of Rebecca Orr vs. E. W. Pennington admr. &c et al.

We the undersigned parties in said cause do hereby agree that the following are agreed facts in the matters before you:

1st That David M. Orr died on the 7th day of May 1883;

2nd That R. S. Orr died on the 14th day of August 1888

3rd That R. S. Orr paid all taxes on the land in the bill & proceedings mentioned after he took possession up to the time of his death of the same, and that said comr. is authorized to go to the land books and get the amounts for such years and that E. W. Pennington admr. &c has paid the taxes thereon since said R. S. Orr's death; and

4th That R. S. Orr & Lizzie Pennington were married Feb. 11th 1884.

E. W. Pennington for himself and Lizzie Orr & Purdie Orr's guardian

James W. Orr, Atty for Pltff.

"X. Y. 15

Rebecca Orr

vs

Agreed facts

E. W. Pennington et al

Filed Feby 28th 1890.

J. A. L. Hyatt Clk.

8 8 14
5 3 2
7 2 1

Rebecca Orr Complt.
vs. } In Chancery.
E. W. Pennington et al Defts

The exceptions of E. W. Pennington admr and as guardian ad litem for Purdie Orr and Lizzie D Orr to the report of Comr Hyatt filed in this cause on March 17/90.

1st said report is excepted because, in every particular it fails to conform to the decree of the Court heretofore rendered in said cause;

2nd Comr Hyatt was directed to ascertain the rental value of said land, and the rental value of 1/2 of the same. In his report he fixes it at for the whole $300 and for 1/2 at $150.00 per annum. Your exceptors submit that said sums are too much in accordance to the proof; for while witnesses do say that said farm is worth $300 per year, they further say that the clearing done would materially add to its rental vale, and A. D. Pilton says said clearing would add $25.00 a year, so said estate should either have credit for said clearing or a reduction of the rents therefor

3rd Because in the report & Statement C. H. of the Comr - he charges said estate with support & maintainance of Mrs. Orr for a time while she was in Tenn. visiting her two daughters, when the deed of D. M. Orr to R. S. Orr set out that all support &c shall be furnished on the premises.

4th Because said comm- report seeks to charge said estate for rents for more than five years next preceding the institution of this suit.

5th. In statement "P" said comm- purports to show the amt. of money R. S. Orr actually expended in carrying out his contract: It will be seen from an inspection of the same that he includes nothing in this for the support and maintainance of Mrs Orr & D. M. Orr. See statement of Counsel on this point mark. L. P.

6th Because said comm- allows rent to Mrs. Orr $ on her moiety of said land from the time R. S. Orr took possession of said land instead of only from the time she dissented from the terms of the contract in said deed;

7th. Because in statements "O" & "OO." It is claimed that said estate should be chargable with services rendered by Mrs- Orr, when no contract- proven that R. S. Orr should pay them.

8th Because for the year 1889 said comm- charges said estate $150- for ½ rents when it only realized $137.50.

Your exceptors herefile Exhibits R.O. & OO as noting their view of this matter. Mar. 27/90.

Pritchard & Sewell for exceptors

Exceptions

to

Comrs. Report

Filed Mar 31/90

J. A. G. Hyatt

C.

Rebecca Orr Pltff
against — } In Chancery
E. W. Pennington Admr et als. Defts

The plaintiff, by her Counsel, excepts to Commissioner Wyatt's report, filed in the cause March 20th 1890, and to each and all the Statements therewith, so far as said Comr in his said report & Statements treats the deed from Rebecca Orr to R. S. Orr in any other light than null and void, as decreed by the Court in the cause Sept 17th 1889, said decree expressly so declaring and "that no subsequent ratification thereof can be shown by parol". Yet the Comr treats it as an agreement between the parties carried out in good faith and acquiesced in &c, and therefore concludes that her moiety of the land was properly chargable with her reasonable support & maintainance.

1st

2nd And the plaintiff further excepts to said report and said Statements therewith, so far as they or any of them, in any manner, charge the plaintiff's moiety of said land with the $100. or any part thereof, mentioned in Exhibit "B" with pltff's bill. Wynn does not make this $100 - a charge upon the land in the deed to David M Orr & wife (See Exhibit "A") as reported by the Commissioner. It is only a part of the Consideration in deed from D. M. Orr to R. S. Orr and with which pltff has nothing to do.

3rd and so far as they, in any manner, charge her said moiety with her support & maintainance, or credit R. S. Orr's estate with said support & maintainance on the rents of her said moiety, for the leingth of time she lived with said R. S. Orr, and fail to charge R. S. Orr's estate with her support & maintainance while she was in Lewis. Her support & maintainance is provided for as part of the Consideration in the deed from D. M. Orr to R. S. Orr and should have been so reported by said Comr., and his said report & Statements are excepted to in so far as they fail to make the said support & maintainance a charge upon the moiety of the land conveyed by said

4th deed, & to show the amount due her on this account; and so far as they fail to charge R. S. Orr's estate with the value, as proved in the cause, of her services to him as housekeeper for the length of time she was with him, 3 years & 1 Month. See depo of M. H. Wells as to request &c in regard

5th to her said services; and so far as they give credit to R. S. Orr's estate, or charge Pltff's said Moiety with any part of the $30.00 for bush cutting in 1883 and $7.40 paid Dick Barron for fencing & hauling rails &c in 1887, The cutting of bushes & repairing of fencing are not permanent improvements, but are only such things, or repairs, as are necessarily done in the usual course of good husbandry.

6th And said report & Statement "J. W. O" showing the amount of personal estate of D. M. Orr that went into the hands of R. S. Orr, are excepted to so far, only, as the Comr treats the matter as a mere assumption or supposition. The evidence adduced by both plaintiff & defendants is clear & positive. See depo of M. H. Wills and receipts filed by deft's marked "Receipts of R. S. Orr to go before Comr".

The Comr is mistaken as to special statements "O" & "O. O." presenting fully plaintiff's views in this cause. It was only a suggestion by plff's Counsel that he present views embracing some things contained in said Statements.

7th The report of said Comr is further excepted to, because it fails to report the sums to be paid by R. S. Orr to the other children and heirs of D. M. Orr and to the heirs of Robert W Wynn, under the deed of D. M. Orr to R. S. Orr of April 7th 1883, as charges upon the moiety of the land conveyed by D. M. Orr to said R. S. Orr.

March 29th 1890.

Richmond & Orr, for Pl'ff.

Rebecca Orr.

vs } Ex'r to Com'r's Report.

E. W. Pennington et als.

The defendants further except to Commissioner Hyatts report and Statements "C.H." "O" "OO" "E." & "W"

First Statement "C.H." is excepted to for the following reasons

Because the Commissioner charges the estate of R.S. Orr, with $50.00 in the year 1884 $50.00 in the year 1885. $75.00 in the year 1886. and $4166 in the year 1887. while Mrs Rebecca Orr was in Lunacy and $4166. in the year 1888. and $100.00 in the year 1889. for the support of said Mrs Rebecca Orr. This is clearly error because Mrs Orr is only entitled to support from R. S. Orr and his estate, by virtue of, and under her deed to said R.S. Orr. and having disaffirmed said deed sale and contract to the full extent of said land. She now can't claim under it for her support. Or in other words. She is not entitled to both rents and support.

2nd Because $300.00 under the proof is too much for the rents especially for the years 1883. 1884 1885 1886. 1887. & 1888.

3rd Because he charges him with the entire year 1883. when the deed to him was not made until the 7th of April 1883. and yet while said Commissioner charges full rents for said year he is careful only to credit him with 9 Months support for that year.

Second Statement "O" is excepted to for the same reasons stated above. as to Statement "C.H."

and because Commissioner has failed in the Statement to give credit for support and maintenance

during the time R. S. Orr supported his mother

3rd Because he charges said R S Orr and his estate with $39.00 in 1883. $26.00 in 1884 $26.00 in 1885. $17.33 in 1886. $30.33 in 1887. & $58.33 in 1888 for support & labor of Mrs Rebecca Orr in house keeping &c for said R. S. Orr. Yet no contract is proved between said parties. No evidence of any assumpsit by said R. S. Orr. and not even an expectation of payment by Mrs Orr from her son.

Third

Statement "D D" is excepted to for same reasons stated above and for the further reason that in this statement the estate of said Orr is sought to be charged with the entire support of Mrs Orr. Here again the Complainant denies the deed, so far as her part of it is concerned that is as to the land, but she wants her support under it. She claims under the deed when it is for her, and against when it is for him.

Fourth Statements E. & W are excepted to because in each of said statements. The support of Mrs Orr is charged on the whole rents of the farm when it should only be charged on one half thereof.

Fifth. The whole of said Report and statements are excepted to because no rents should be charged against said Estate until the said Rebecca disaffirms her contract under her deed.

March 29th 1890. Duncan for Deft

Ex captiuo to Amsterdy

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon Lizzie Orr and Perda Orr and E. W. Pennington Admr. R. L. Orr deceased

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in November next, being rule day to answer a bill in Chancery exhibited in our said Court against them by Rebecca Orr

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This 3/2 day of October 1888, in the 113 year of the Commonwealth.

J. A. G. Hyatt *Clerk.*

A Copy Teste

(1) (1) R&C

Rebecca Orr

vs } Summons

Lizzie Orr et al

To 1st Appr. Rules 1888

Executed by delivering an office copy of this Summons to Lizzie Orr and E. W. Pennington nov the 3 1888

R. S. Flanary S.L.C

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON W. R. Geary, Craig Pennington, B. F. Thompson, Vinney Young, Dick Baron Cold, John O. Orr, Priscilla Orr, C. D. Orr, John W. Hatt, Elkanah Pennington, Susan Ayers,

To appear before ~~the Judge~~ a Court of our Circuit Court of Lee County, at ~~the courthouse~~ Green Hill Church on the 30 & 31st day of January 1890 ~~term next~~ to testify and the truth to speak in behalf of Rebecca Orr in certian matters of controversy pending in our said Court between said

Rebecca Orr Plaintiff, and E. W. Pennington Admr. R. S. Orr dead & others

Defendant. And this they shall in no wise omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt. Clerk of our said Court at the Courthouse.

This 28th day of January 1890, in the 114 year of the Commonwealth.

J. A. G. Hyatt Clerk.

Rebecca Orr

vs } Shafer wit

E. W. Pennington Adm

Le 30 & 31st Janry 1890
at Green Hill Church

We accept legal service of the within Sci fa.

B. F. Thompson

John W. Scott.

E. Pennington

Harvey Young

Lick Barron

Susan Wyan.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON D. L. Jessee, Joshua E. Hobbs, George W. Jessee, J. D. Litton D. S. Litton, W. W. Stout and E. S. Flannary. and Richard Barron (colt)

a court.

To appear before the ~~Judge~~ of our Circuit Court of Lee County, at the courthouse on the 27th & 28th day of January 1890 ~~term next~~ to testify and the truth to speak in behalf of E. W. Pennington Adm^r^ in certian matters of controversy pending in our said Court between

Rebecca Orr Plaintiff, and said

E. W. Pennington Admr. &c et al

Defendant. And this they shall in no wise omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt, Clerk of our said Court at the Courthouse.

This 24th day of January 1890, in the 114 year of the Commonwealth.

J. A. G. Hyatt Clerk.

E. W. Pennington Atty

ads Spafor witnesses

Rebecca Orr

To 27th 28th Jany 1890

Executed January the 25th 1890
P. M. Reaser Dept for
A. B. Munkey J. P. C

Fee $1.60

Rebecca Orr

vs. } Dr. Knowlan,

E. W. Rumington Atty